

BOROUGH OF RIDGEFIELD

A G E N D A

Executive Session and Regular Meeting of the Mayor and Council

Date: February 3, 2016

Open Public Meetings Statement by
Mayor Suarez

Public Session to Adjourn to C.T.O.: 6:34 P.M.
Executive Session: Adjourn: 6:35 P.M.

Mayor Suarez – Adjournment into closed Executive
Session in accordance with the “Open Public Meetings Act”

Executive Session: 6:30 P.M. C.T.O.: 6:35 P.M.
Adjourn: 7:04 P.M.

Public Session: 7:30 P.M. C.T.O.: 7:30 P.M.
Adjourn: 8:33 P.M.

Pledge of Allegiance

Invocation

Citizens Comment on Agenda: NONE

Correspondence:

Approval of Minutes of November 23, 2015 Work Session, November 23, 2015 Public Session
and December 14, 2015 Public Session Meetings - APPROVED

As advertised, hearing will be held on Ordinance No. 2296 entitled, “AN ORDINANCE
TRANSFERRING A CERTAIN 1978 GMC RESCUE TRUCK TO PINK HEALS OF BERGEN
COUNTY NEW JERSEY FOR NOMINAL CONSIDERATION PURSUANT TO NJSA 40A:12-
21.1”

Entertain motion to declare the time for the public hearing to be declared open

Public Hearing

Entertain motion to declare the time for the public hearing to be declared closed

Final Reading of Ordinance

ROLL CALL-PUBLIC SESSION

	Adj. to Ex.		Public	
	Pres.	Abs.	Pres.	Abs.
Mayor Suarez	X		X	
Castelli	X		X	
Acosta	X		X	
Penabad	X		X	
Shim	X		X	
Todd	X		X	
Vincentz	X		X	

ROLL CALL-EXEC. SESSION

	PRESENT	ABSENT
Mayor Suarez	X	
Castelli	X	
Acosta	X	
Penabad	X	
Shim	X	
Todd	X	
Vincentz	X	

Roll Call

107-2016	Mayor Suarez	Appointment of Borough Administrator
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CONSENT AGENDA:

78-2016	Councilman Acosta	Authorize to Advertise-Emergency Generators
79-2016	Mayor Suarez	Appointment of Special Projects Engineer
80-2016	Mayor Suarez	Appointment of Special Counsel
81-2016	Councilman Acosta	Approve Revised Employment Agreement-Deputy Chief of Police
82-2016	Councilman Castelli	Professional Services Agreement – Howard J. Woods, Jr. & Associates
83-2016	Councilman Castelli	Professional Services Agreement – Appraiser
85-2016	Councilman Castelli	Professional Services Agreement – Bond Counsel (Gibbons)
86-2016	Councilman Castelli	Professional Services Agreement – Borough Attorney
87-2016	Councilman Castelli	Professional Services Agreement – Engineer
88-2016	Councilman Castelli	Professional Services Agreement – Insurance Agent/Risk Manager
89-2016	Councilman Castelli	Professional Services Agreement – Planner
91-2016	Councilman Castelli	Professional Services Agreement – Grant Writer
92-2016	Councilman Castelli	Professional Services Agreement – Labor Attorney
93-2016	Councilman Castelli	Professional Services Agreement – Public Defender
94-2016	Councilman Castelli	Professional Services Agreement – Rent Leveling Attorney
95-2016	Councilman Castelli	Professional Services Agreement – Special Counsel (Breslin)
96-2016	Councilman Castelli	Professional Services Agreement – Special Counsel (Florio Perrucci Steinhardt & Fader LLC)
97-2016	Councilman Castelli	Professional Services Agreement – Special Counsel (Gittleman Muhlstock & Chewcaskie LLP)
98-2016	Councilman Castelli	Professional Services Agreement – Special Counsel (Weiner Lesniak LLP)
99-2016	Councilman Castelli	Professional Services Agreement – Special Projects Engineer (Carroll Engineering)
100-2016	Councilman Castelli	Professional Services Agreement – Special Projects Engineer (Maser Consulting)
101-2016	Councilman Castelli	Professional Services Agreement – Special Projects Engineer (Remington Vernick & Arango)
103-2016	Councilman Castelli	Professional Services Agreement – Substitute Public Defender
104-2016	Councilman Castelli	Professional Services Agreement – Tax Appeal Attorney

105-2016	Councilman Castelli	Professional Services Agreement – Waste Water Monitoring Engineer
106-2016	Councilman Castelli	Professional Services Agreement – Bond Counsel (Archer & Greiner P.C.)
108-2016	Councilman Castelli	Pro-Rated Salary Stipend-Borough Administrator

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Acosta	X			
Penabad	X			
Shim	X			
Todd	X			
Vincentz	X			
Mayor Suarez				

RESOLUTIONS:

84-2016	Councilman Penabad	Professional Services Agreement – Auditor
90-2016	Councilman Castelli	Professional Services Agreement – Prosecutor
102-2016	Councilman Castelli	Professional Services Agreement – Substitute Prosecutor
109-2016	Councilman Penabad	Warrants
110-2016	Mayor Suarez	Appoint Chaplain - Ridgefield Ambulance Corps.

COMMENTS BY MAYOR:

Raffles License Application

Sts. Vartanantz Armenian Apostolic Church
June 12, 2016 – 1:00 pm
461 Bergen Boulevard

APPROVED

St. Matthew R.C. Church
March 17, 2016 – 9:00 pm
May 30, 2016 – 9:00 am
July 4, 2016 – 9:00 am
September 5, 2016 – 9:00 am
December 24, 2016 – 9:00 am

APPROVED

COMMENTS BY COUNCILMEN:

COMMENTS BY CITIZENS: (All speakers are limited to five minutes maximum per meeting)

Agenda subject to change as a result of matters not known at time of printing with the consent of the Mayor and Council.

Respectfully submitted,

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 3, 2016

Presented by Mayor Suarez

BE IT RESOLVED, that the regular public meeting be adjourned, and that the Mayor and Council of the Borough of Ridgefield shall meet in a closed Executive Session following a five minute recess at the termination of this meeting. The purpose of the Executive Session shall be to discuss the following matters:

- _____ Personnel matters in various departments of the
Borough.
- _____ Pending and Potential Litigation
- _____ Tax Court Litigation.
- _____ Potential real estate transactions in which the
Borough may engage.

COUNCIL VOTE				
	YES	NO	ABSTAIN	ABSENT
Castelli				
Acosta				
Penabad				
Shim				
Todd				
Vincentz				
Mayor Suarez				

BE IT FURTHER RESOLVED, that as soon as practicable discussion concerning

- _____ Personnel matters
- _____ Potential real estate transactions shall be disclosed
to the public.
- _____ And that discussions with the Borough Attorney
concerning litigation shall be disclosed when said
litigation is terminated.

Adjournment to Closed Session. The Mayor and Council reserve the right to reconvene into Public Session, if necessary, to take action on Closed Session items.

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 3, 2016

Presented by Councilman Penabad

ORDINANCE NO. 2296

BE IT ORDAINED by the Borough Council of the Mayor and Council of the Borough of Ridgefield that an Ordinance entitled

“AN ORDINANCE TRANSFERRING A CERTAIN 1978 GMC RESCUE TRUCK TO PINK
HEALS OF BERGEN COUNTY NEW JERSEY FOR NOMINAL CONSIDERATION
PURSUANT TO NJSA 40A:12-21.1”

introduced on the 6th day of January 2016, do now pass a final reading and be adopted, and that the Borough Clerk be and she is authorized and directed to publish once, the aforesaid title, together with a notice of the date of its passage on final reading and approval thereof in The Record, a newspaper circulating in the Borough of Ridgefield.

COUNCIL VOTE – TO TABLE

	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Acosta	X			
Penabad	X			
Shim	X			
Todd	X			
Vincentz	X			
Mayor Suarez				

TABLED:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting January 6, 2016

Presented by Councilman Penabad

ORDINANCE NO. 2296

“AN ORDINANCE TRANSFERRING A CERTAIN 1978 GMC RESCUE TRUCK TO PINK
HEALS OF BERGEN COUNTY NEW JERSEY FOR NOMINAL CONSIDERATION
PURSUANT TO NJSA 40A:12-21.1”

WHEREAS, N.J.S.A. 40A:12-21.1 authorizes a municipality to transfer by private sale any personal property that has been determined to be no longer needed for municipal purposes by way of a private sale without compliance with any other law governing the disposal of personal property by municipalities for a consideration which may be nominal, provided that the transferee is an organization encompassed by the provisions of N.J.S.A. 40A:12-21; and

WHEREAS, N.J.S.A. 40A:12-21(k) authorizes such a transfer to a duly incorporated non-profit organization or association, other than a political, partisan, sectarian or denominational or religious organization or association, which includes among its principal purposes the provision of educational, gardening, recreational, medical or social services to the general public, including residents of the Borough of Ridgefield; and

WHEREAS, the Mayor and Council has determined that a certain 1978 GMC rescue truck, previously donated by the Borough to the County of Bergen, and most recently donated by the County of Bergen back to the Borough of Ridgefield, is no longer needed for municipal purposes; and

WHEREAS, the Mayor and Council hereby determines that Pink Heals Bergen County New Jersey, Inc. is a duly incorporated non-profit organization or association that has as its ultimate goal the providing of educational and medical services in the fight against breast cancer; and

WHEREAS, the Mayor and Council further determines that this is a non-profit organization and that the rescue truck is of nominal value only;

NOW THEREFORE BE IT ORDAINED by the Mayor and Council of the Borough of Ridgefield as follows:

1. The Borough hereby sells and transfers to Pink Heals Bergen County New Jersey, Inc. a certain 1978 GMC rescue truck for the sum of \$10.00. This transfer is expressly conditioned on the limitation that the truck being transferred shall be used only for the purposes of the Pink Heals Bergen County New Jersey, Inc. organization, and to render services for charitable purposes as set forth, and not for commercial business, trade or manufacture, and further that if the personal property is not used in accordance with this

limitation, the ownership thereto shall revert to the Borough upon notice to Pink Heals Bergen County New Jersey, Inc. organization.

2. This transfer is subject to the conditions subsequent that Pink Heals Bergen County New Jersey, Inc. be recognized as a charitable organization by the Internal Revenue Service, which application has been made and is pending.
3. The Mayor and the Borough Clerk be, and they hereby are, authorized and directed to execute such transfer documents as the Borough Attorney may deem necessary and appropriate in order to accomplish the transfer to Pink Heals Bergen County New Jersey, Inc.

TABLED:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 3, 2016

Presented by Mayor Suarez

RESOLUTION NO. 107-2016

BE IT RESOLVED by the Mayor, with the advice and consent of the Council, appoints Ray Ramirez to serve as Municipal Administrator at an annual salary of \$30,000, with the understanding that the Municipal Administrator will continue to also serve as Recreation Director and earn his present salary in that position as well.

COUNCIL VOTE				
	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Acosta	X			
Penabad	X			
Shim	X			
Todd		X		
Vincentz	X			
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 3, 2016

Presented by Councilman Acosta

RESOLUTION NO. 78-2016

BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that the Borough Clerk be and she is hereby authorized to advertise for

“BID FOR EMERGENCY GENERATORS FOR COMMUNITY CENTER AND
DEPARTMENT OF PUBLIC WORKS”

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Acosta	X			
Penabad	X			
Shim	X			
Todd	X			
Vincentz	X			
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 3, 2016

Presented by Mayor Suarez

RESOLUTION NO. 79-2016

BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that

BOSWELL ENGINEERING
PRESTIGE ENVIRONMENTAL
JENNE ASSOCIATES

be appointed as Special Projects Engineers for calendar year 2016.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Acosta	X			
Penabad	X			
Shim	X			
Todd	X			
Vincentz	X			
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 3, 2016

Presented by Mayor Suarez

RESOLUTION NO. 80-2016

BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that

JOHN BANG
MARINIELLO & MARINIELLO
CLEARY GIACOBBE
FLORIO KENNEY
WATERS McPHERSON

be appointed as Special Counsel for calendar year 2016.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Acosta	X			
Penabad	X			
Shim	X			
Todd	X			
Vincentz	X			
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 3, 2016

Presented by Councilman Acosta

RESOLUTION NO. 81-2016

WHEREAS, Resolution No. 75-2016 was adopted at the January 20, 2016 Mayor and Council meeting approving the employment agreement for the Deputy Chief of Police; and

WHEREAS, the term of the agreement approved was incorrect; and

WHEREAS, attached hereto is the revised Employment Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough,
that:

1. The aforesaid recitals are incorporated herein as though fully set forth at length.
2. The attached Employment Agreement is hereby ratified and approved.
3. The Mayor and Borough Clerk be and they are hereby authorized to execute any and all documents and to take any and all actions necessary to complete and realize the intent and purpose of this Resolution, including the execution of the Employment Agreement.

Approved:

Anthony R. Suarez, Mayor

Attest:

Linda M. Silvestri,
Borough Clerk

COUNCIL VOTE				
	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Acosta	X			
Penabad	X			
Shim	X			
Todd	X			
Vincentz	X			
Mayor Suarez				

**EMPLOYEE AGREEMENT
DEPUTY CHIEF OF POLICE
BOROUGH OF RIDGEFIELD**

This employment agreement ("Agreement") is made and entered into as of January __, 2016, by and between the Borough of Ridgefield ("Employer"), and Robert Meurer ("Meurer").

In consideration of the mutual covenants, conditions and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Term

The term of this Agreement shall be from January 7, 2016, through December 31, 2016. It is understood that this Agreement shall remain in full force and effect until a successor agreement is approved by the parties.

2. Duties of the Deputy Chief

Meurer shall serve as the Deputy Chief of the Borough of Ridgefield's Police Department ("Department"). He shall assist the Police Chief in management and discipline of the Department; participate in the development of Department policies and regulations; supervise subordinates; perform and possess all of the rights, duties and obligations of the Police Chief in the Police Chief's absence or incapacitation; perform such duties as are assigned to him by the Chief of Police commensurate with his rank; fulfill the duties and responsibilities set forth in the Ridgefield Borough Code, § 75-5; and the Deputy Chief shall fulfill these duties in accordance with federal and New Jersey State law, and the rules, regulations and guidelines promulgated by the Attorney General of the State of New Jersey.

3. Work Schedule

The parties recognize that the position of Deputy Chief is a management position. As such, the Deputy Chief is not required to work a set number of hours, but rather is expected to put in the time necessary to properly operate his department, consistent with the schedules worked by managers in private industry. Accordingly, the Deputy Chief is not entitled to, and shall not receive, overtime or compensatory time. The Deputy Chief is expected to devote substantially all of his working time to his duties in connection with the operation of Ridgefield Police Department. The Employer recognizes that in those instances when the Deputy Chief is required to work other than "normal and typical hours", he may adjust his schedule accordingly in order to compensate for same, provided that the Police Chief approves and permits the schedule change. Notwithstanding the foregoing it is expected that the Deputy Chief shall be available during regular Borough hours of business on a daily and weekly basis.

4. Salary

The Deputy Chief's annualized salary, during the following time periods, shall be as follows:

January 7, 2016 to December 31, 2016: \$143,000.

5. Benefits and Longevity

The Deputy Chief shall be entitled to the following benefits set forth in the Collective Bargaining Agreement Between the Borough of Ridgefield and Ridgefield PBA Local 330, entered December 17, 2008 ("PBA Contract"): Sick Leave (Article VI); Vacations (Article VIII); Holidays, including the past practice established thereunder

(Article IX); Longevity (Article XII); College Credits, provided courses are directly related to police work or the Deputy Chief's duties (Article XIII); Work Incurred Injury (Article XVI); Medical, Dental and Eye Care Plans (Article XXII); and Insurance (Article XXV), as said Articles may be amended or renegotiated in any successor PBA contract, and subject to the following:

5.1 Vacations

Vacation days that are not used in any one year may be carried over to the next year, but those days carried over must be used within the first quarter of the next year, or they are lost. There shall be no compensation for unused vacation days.

The Deputy Chief shall provide notice to the Police Chief reasonably in advance of the use of vacation time.

5.2 Return Time

The Deputy Chief may not accrue additional return time. Upon becoming Deputy Chief, the Deputy Chief had accrued 11.75 hours of return time. The Deputy Chief may use this accrued return time on an hour per hour basis. To the extent any of this return time remains unused on December 31, 2016, the Employer has the option of paying the Deputy Chief for the remaining return time, based upon his salary as of January 31, 2016, and thereby exhausting any such remaining time.

5.3 Medical, Prescription, Dental, and Eye Care Plans

Health care benefits provided under the PBA Contract shall be subject to the mandatory contributions, limitations and other applicable provisions of the law concerning pension and health care benefits, P.L. 2011, c. 78, having an effective date of June 28, 2011.

6. Termination

This Agreement may be terminated by:

6.1 mutual agreement of the parties;

6.2 unilateral termination by the Deputy Chief (whether due to retirement or resignation) upon ninety (90) days written notice to the Employer; or

6.3 pursuant to removal proceedings under N.J.S.A. 40A:14-147, et seq.

7. Negotiated Agreement; No Construction Against Any Party

This Agreement was not drafted by any of the parties, but rather is the result of negotiations among the parties with the benefit of their attorneys. Each party to this Agreement read this Agreement and has freely and voluntarily executed it. No ambiguity that may arise in this Agreement shall be resolved by construing the Agreement against any of the parties as drafter of same.

8. Consultation With an Attorney

The parties have consulted with their attorneys with respect to this Agreement, and they reviewed with their attorneys all the terms and conditions of this Agreement before signing this Agreement.

9. Savings Clause

If, during the term of this Agreement, it is found that a specific clause is illegal under federal or State law or regulations, the remainder of the Agreement not affected by such law or regulation shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

Witness:

Dated: _____

Witness:

Borough of Ridgefield

Linda Silvestri
Borough Clerk

Anthony R. Suarez
Mayor

Dated: _____

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 3, 2016

Presented by Councilman Castelli

RESOLUTION NO. 82-2016

WHEREAS, by Resolution No. 188-2015, the Mayor and Council of the Borough of Ridgefield previously authorized the execution of a Professional Services Agreement with Howard J. Woods, Jr. & Associates, LLC for expert witness services to assist Special Counsel in Waste Water Litigation in accordance with a proposal dated May 19, 2015; and

WHEREAS, due to prolonged negotiations and the recent filing of litigation by Special Counsel in the matter, there is a need to supplement the professional services to be provided by Woods to include the continuing negotiations; and

WHEREAS, Woods has submitted a proposal to provide such services dated January 21, 2016, a copy of which is annexed hereto and incorporated herein as Exhibit "A"; and

WHEREAS, the Borough now wishes to amend the Professional Services Agreement with Woods to include such professional services in accordance with the Supplemental Proposal.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield as follows:

1. The Professional Services Agreement with Howard J. Woods, Jr. & Associates, LLC is hereby amended to include the professional services to be rendered in accordance with the Supplemental Proposal dated January 21, 2016.
2. A notice of this action shall be printed in The Record, the official newspaper of the Borough.
3. The amendment of this contract is subject to the certification of availability of funds by the Chief Financial Officer.
4. A copy of this Resolution and a copy of the attached contract shall be made available for public inspection as required by law.

Approved:

Anthony R. Suarez, Mayor

Attest:

Linda M. Silvestri, Borough Clerk

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Acosta	X			
Penabad	X			
Shim	X			
Todd	X			
Vincentz	X			
Mayor Suarez				

Howard J. Woods, Jr. & Associates, L.L.C.

January 21, 2016

George T. Hanley, Esq.
Weiner Lesniak, LLP
629 Parsippany Road
P.O. Box 0438
Parsippany, New Jersey 07054

Re: Palisades Park Sewer Service Agreement
And Related Rate Issues

Dear Mr. Hanley:

I understand that Palisades Park has continued to delay the negotiation of a new sewer service agreement and that they have also continued to refuse to pay the full amount of the sewer service charges billed by Ridgefield to Palisades Park. While we have documented the full cost of service in a report dated September 3, 2015, it is apparent that additional legal action will be required to resolve this matter. I understand that you will require additional assistance if this matter proceeds through litigation or if this matter is resolved through the negotiation of a new service agreement. You have asked for my assistance in moving this matter to its completion and I am pleased to offer you this professional services proposal for litigation and negotiation support.

Background

The current service agreement between Palisades Park and Ridgefield dates from 1981. It is my understanding that Palisades Park has paid a portion of the charges due under the agreement but there is a large unpaid balance. I also understand the Ridgefield and Palisades Park have consented to negotiate a new updated service agreement but that Palisades Park has delayed any negotiations of a new agreement.

In September 2015, we completed a report on the Ridgefield system that quantified the full cost of service provided by Ridgefield to Palisades Park and calculated an updated multiplier for the Maintenance and Service Fee. This report has been made available to Palisades Park and we met with their representatives earlier this month to review the report.

At this point, you have filed a complaint against Palisades Park and you are simultaneously continuing with your attempts to negotiate a new service agreement. You have asked for my assistance with these efforts.



138 Liberty Drive, Newtown, Pennsylvania 18940-1111
Phone: 215-579-9912 Fax: 215-504-4595
Web: <http://www.howardwoods.com>

Approach

Task 1 - Litigation Support: I will provide expert testimony and participate in settlement meetings as required to support your complaint filed in Superior Court in Bergen County. In this task we will assist you in preparing for trial, we will participate in settlement conferences and we will provide testimony at trial. At this point this is some optimism that filing of a complaint will result in productive negotiations and that litigation may not be necessary. In our discussions with the Borough, we have agreed to concentrate on the service agreement negotiations. Should the negotiations fail, I will submit an additional supplemental proposal to support the litigation effort. I am not requesting a budget or an authorization to provide litigation support at this time but will do so if negotiations break down.

Task 2 – Service Agreement Negotiations: Palisades Park has a copy of the September 2015 report on this matter and a draft service agreement that you have prepared. I will assist you in negotiating a final agreement with Palisades Park. This will include attending negotiation meetings, preparing additional analyses of proposals and counter-proposals, and developing revisions to the draft agreement as necessary and as directed by you.

Summary of Staffing & Proposed Fees

Howard J. Woods, Jr., P.E. will be the principal point of contact for you and Ridgefield Borough and will be responsible for all work addressed by this proposal. A detailed resume of Mr. Woods' qualifications is attached. Please note that Mr. Woods has extensive experience in the field of rate evaluations and rate setting. He is a principal consultant for the New Jersey Division of Rate Counsel and has testified in numerous rate proceedings in New Jersey and other jurisdictions. Mr. Woods also prepared the September 3, 2015 report detailing the full cost of wastewater service incurred by the Borough of Ridgefield in this matter.

Mr. Woods' billing rate is \$170 per hour (one hundred seventy dollars per hour). No work will be delegated or subcontracted without prior written approval from your office. An estimate of the work effort and cost anticipated for each Task item is attached as Schedule A.

The proposed consulting fees associated with the elements of work defined above are based on actual time spent on the engagement at the standard hourly rates noted above. The estimates for the work provided for in this proposal will not be exceeded without your express written approval. Bills will be based on actual time and expenses incurred, so your cost will be lower if less time is required to complete the assignment. Actual out-of-pocket expenses up to the limits set forth on Schedule A, such as for travel or

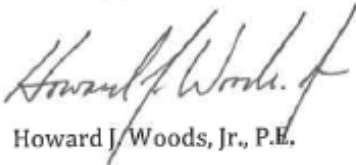
Mr. George T. Hanley, Esq.
Re: Palisades Park Sewer Service Agreement
And Rate Related Issues

January 21, 2015
Page 3 of 4

overnight mail, will be charged without mark-up. No non-billable costs, such as costs for support staff, will be billed to the Borough. Should you require any assistance for work not addressed by this proposal, we would be pleased to accommodate you and we will bill you at our standard rates noted above. Our fees will be billed monthly based on work performed and expenses incurred in the previous month. We would appreciate payment within 30 days from the date of billing. **I understand that if this proposal is acceptable to you and the Borough, that I will be engaged by the Borough as an independent consultant in this matter. Bills will be rendered to the Borough and payment will be made by the Borough directly to me.**

Please call me if you have any questions about this proposal or if I can assist you in any way. Thank you again for giving me the opportunity to offer this proposal.

Sincerely yours,



Howard J. Woods, Jr., P.E.

Cc: Mr. Brian M. Hak, Esq.
Ms. Jennifer Kees

Schedule A
Summary of Work Plan Tasks and Costs
Professional Services for Palisades Park Sewer Service
Agreement Rate Studies
And Related Issues

Task Designation	Estimated Hours	Estimated Consulting Fees	Estimated Expenses	Total Estimated Cost
Task 1 Litigation Support				
Trial Preparations	Estimated costs will be provided in a supplemental request if negotiations fail to produce a suitable agreement and if litigation is required.			
Settlement Negotiations				
Testimony at Trial				
SUBTOTAL LITIGATION SUPPORT				
Task 2 Agreement Negotiations				
Participation in Negotiation Meetings	24	\$4,080	\$140	\$4,220
Develop revisions to draft agreement	12	\$2,040	\$0	<u>\$2,040</u>
Prepare Additional Financial Analyses	<u>22</u>	<u>\$3,740</u>	<u>\$0</u>	<u>\$3,740</u>
SUBTOTAL AGREEMENT NEGOTIATIONS	<u>58</u>	<u>\$9,860</u>	<u>\$ 140</u>	<u>\$10,000</u>

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 3, 2016

Presented by Councilman Castelli

RESOLUTION NO. 83-2016

WHEREAS, there is a need in the Borough of Ridgefield for Borough Appraiser; and

WHEREAS, the Borough of Ridgefield previously published a Request for Qualifications for the position of Borough Appraiser; and

WHEREAS, a duly constituted evaluation committee recommended that McNerney & Associates, Inc. be awarded the professional services contract to serve as the Borough Appraiser for calendar year 2016; and

WHEREAS, McNerney & Associates, Inc. was previously appointed Borough Appraiser to the Borough of Ridgefield for calendar year 2016; and

WHEREAS, the Borough now wishes to enter into a professional services agreement with McNerney & Associates, Inc. as required by law;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield as follows:

1. The Mayor and the Borough Clerk be and hereby are authorized and directed to execute the attached Professional Services Agreement with McNerney & Associates, Inc. as required by law.
2. This contract is awarded for the following reasons: There is a need for a Borough Appraiser within the Borough of Ridgefield; the service to be rendered constitutes a professional service as defined by New Jersey law; the Borough did publish a request for qualifications to which the contract recipient responded; and the contract recipient was recommended by the Evaluation Committee of the Mayor and Council to be awarded the professional services agreement as Borough Appraiser.
3. Compensation for this position shall be as set forth in Paragraph 3 of the Professional Services Agreement attached hereto.
4. The within contract has been awarded pursuant to a "fair and open process" pursuant to the provisions of *N.J.S.A. 19:44A-20.4*, et. seq.
5. A notice of this action shall be printed in *The Record*.

6. The award of this contract is subject to the certification of availability of funds by the Borough's Financial Officer.

7. A copy of this Resolution and a copy of the attached contract shall be made available for public inspection as required by law.

COUNCIL VOTE				
	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Acosta	X			
Penabad	X			
Shim	X			
Todd	X			
Vincentz	X			
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri
Borough Clerk

**CONTRACT FOR PROFESSIONAL SERVICES WITH
BOROUGH APPRAISER**

THIS IS A CONTRACT for professional services made by and between the Borough of Ridgefield, County of Bergen, State of New Jersey, hereinafter called the "BOROUGH", and McNerney & Associates, Inc., 266 Harristown Road, Suite 301, Glen Rock, New Jersey, hereinafter called the "APPRAISER".

WHEREAS, the Mayor and Council of the Borough of Ridgefield previously appointed McNerney & Associates, Inc. as Borough Appraiser for calendar year 2016; and

WHEREAS, pursuant to law, the Mayor and Council have authorized the Mayor and Borough Clerk to enter into an agreement with the APPRAISER for professional services as Borough Appraiser without competitive bid; and

WHEREAS, it is desirable and appropriate that the parties enter into a formal contract to memorialize the rights, duties and obligations of the parties;

NOW, THEREFORE, IT IS AGREED by and between the parties, in consideration for the mutual promises and covenants contained herein, as follows:

1. **ENGAGEMENT:** The BOROUGH hereby engages the APPRAISER to serve as Borough APPRAISER for calendar year 2016, or until her/his successor qualifies. The APPRAISER hereby accepts such engagement and agrees to provide the services required under this agreement.
2. **SCOPE OF SERVICES:** The APPRAISER shall perform all appraisal and other related services for the BOROUGH, including all matters which in the reasonable opinion of the Mayor and Council should be referred to the APPRAISER and all matters which by law and/or tradition should be referred to and handled by the APPRAISER.
3. **PAYMENT FOR SERVICES:** The APPRAISER'S fees for work performed shall be billed and payable on at the hourly rate of \$100 for court time and conference time. The compensation proposal outlining fees for preparation of appraisals is as follows:

Type of Property	Estimated Fee
Properties which have an equalized assessment of \$500,000 and under	\$1,500
Properties which have an equalized assessment between \$500,001 to \$1,000,000	\$2,000
Properties which have an equalized assessment	\$2,500

between \$1,000,001 to \$2,500,000

Properties which have an equalized assessment between \$2,500,000 to \$5,000,000	\$3,500
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Properties which have an equalized assessment between \$5,000,001 to \$7,500,000	\$5,000
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Properties which have an equalized assessment over \$7,500,000:

To be determined by negotiation between the parties with reference to fees by other comparable appraisers in similar situations.

Court Time and Conference Time: To be billed at an hourly rate of \$100.00
No charge for telephone calls between an appraiser and attorney, nor for review of cases.

APPRAISER shall submit appropriate vouchers on a periodic basis for all such services.

4. **ENGAGING OTHERS:** Nothing in this agreement shall prohibit the BOROUGH from engaging other planners for specific matters if in the opinion of the Mayor and Council such is necessary.
5. **FAIR AND OPEN PROCESS:** This contract is awarded pursuant to a fair and open process pursuant to the provisions of N.J.S.A. 19:44A-20.5, et. seq.
6. **INCORPORATION OF CERTAIN PROVISIONS:**
 - A. The parties to this agreement agree to incorporate into same the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Department of the Treasury, pursuant to P.L. 1975, c.127, as amended and supplemented from time to time, and the APPRAISER agrees to fully comply with the terms, provisions and obligations of said regulation, provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said regulations.
 - B. The parties to this agreement agree to incorporate into same the mandatory language of section 5.3 of the Regulations promulgated by the Department of the Treasury pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the PLANNER agrees to comply fully with the terms, provisions and obligations of said regulation.
7. **RIGHT TO RESCIND:** The award of this contract is subject to the BOROUGH'S right to rescind same within thirty (30) days of its issuance should the Mayor and Council determine that the APPRAISER'S services are

not performed satisfactorily in accordance with this contract.

8. COUNTERPARTS: The parties agree that this contract may be signed in separate counterparts, the effect of which will be the same as if one original were signed by both parties.

IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year affixed next to their respective signatures.

DATE:

BOROUGH OF RIDGEFIELD

Anthony R. Suarez, Mayor

ATTEST:

Linda M. Silvestri,
Borough Clerk

McNERNEY & ASSOCIATES, INC.

WITNESS:

DATE:

By:_____

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 3, 2016

Presented by Councilman Penabad

RESOLUTION NO. 84-2016

WHEREAS, there is a need in the Borough of Ridgefield for Borough Auditor; and

WHEREAS, the Borough of Ridgefield previously published a Request for Qualifications for the position of Borough Auditor; and

WHEREAS, a duly constituted evaluation committee recommended that Ferraioli, Wielkotz, Cerullo & Cuva, P.A. be awarded the professional services contract to serve as the Borough Auditor for calendar year 2016; and

WHEREAS, Ferraioli, Wielkotz, Cerullo & Cuva, P.A. was previously appointed Borough Auditor to the Borough of Ridgefield for calendar year 2016; and

WHEREAS, the Borough now wishes to enter into a professional services agreement with Ferraioli, Wielkotz, Cerullo & Cuva, P.A. as required by law;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield as follows:

1. The Mayor and the Borough Clerk be and hereby are authorized and directed to execute the attached Professional Services Agreement with Ferraioli, Wielkotz, Cerullo & Cuva, P.A. as required by law.
2. This contract is awarded for the following reasons: There is a need for a Borough Auditor within the Borough of Ridgefield; the service to be rendered constitutes a professional service as defined by New Jersey law; the Borough did publish a request for qualifications to which the contract recipient responded; and the contract recipient was recommended by the Evaluation Committee of the Mayor and Council to be awarded the professional services agreement as Borough Auditor.
3. Compensation for this position shall be as set forth in Paragraph 3 of the Professional Services Agreement attached hereto.
4. The within contract has been awarded pursuant to a "fair and open process" pursuant to the provisions of *N.J.S.A. 19:44A-20.4*, et. seq.
5. A notice of this action shall be printed in *The Record*.

6. The award of this contract is subject to the certification of availability of funds by the Borough's Financial Officer.

7. A copy of this Resolution and a copy of the attached contract shall be made available for public inspection as required by law.

COUNCIL VOTE				
	YES	NO	ABSTAIN	ABSENT
Castelli			X	
Acosta	X			
Penabad	X			
Shim	X			
Todd	X			
Vincentz	X			
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri
Borough Clerk

**CONTRACT FOR PROFESSIONAL SERVICES WITH
BOROUGH AUDITOR**

THIS IS A CONTRACT for professional services made by and between the Borough of Ridgefield, County of Bergen, State of New Jersey, hereinafter called the "BOROUGH", and Ferraioli, Wielkottz, Cerullo & Cuva, P.A., having offices at 401 Wanaque Avenue, Pompton Lakes, New Jersey, hereinafter called the "BOROUGH AUDITOR".

WHEREAS, the Mayor and Council of the Borough of Ridgefield previously appointed Ferraioli, Wielkottz, Cerullo & Cuva, P.A. as Borough Auditor for calendar year 2016; and

WHEREAS, pursuant to law, the Mayor and Council have authorized the Mayor and Borough Clerk to enter into an agreement with the BOROUGH AUDITOR for professional services as Borough Auditor without competitive bid; and

WHEREAS, it is desirable and appropriate that the parties enter into a formal contract to memorialize the rights, duties and obligations of the parties;

NOW, THEREFORE, IT IS AGREED by and between the parties, in consideration for the mutual promises and covenants contained herein, as follows:

1. **ENGAGEMENT:** The BOROUGH hereby engages the BOROUGH AUDITOR to serve as BOROUGH AUDITOR for calendar year 2016, or until her/his successor qualifies. The BOROUGH AUDITOR hereby accepts such engagement and agrees to provide the services required under this agreement.
2. **SCOPE OF SERVICES:** See attached schedule consisting of 3 pages from Ferraioli, Wielkottz, Cerullo & Cuva, P.A. as attached hereto and incorporated herein.
3. **PAYMENT FOR SERVICES:** The BOROUGH agrees to pay BOROUGH AUDITOR for services rendered by BOROUGH AUDITOR for services rendered pursuant to this agreement the fees generated at the hourly rates of the personnel of BOROUGH AUDITOR as listed below, with the following estimates of total fees for assignment:

Examination of Financial Statements (including Federal and State Grants, Trust, Capital and Swim Pool Utility Funds)	\$27,500
Assistance in Preparation of Budget (not to exceed)	\$6,200
Preparation of Unaudited Annual Financial Statement and Debt Statement (not to exceed)	\$4,500
Preparation of Official Statements (for bond sales)	\$22,000

Preparation of Official Statements (for note sales)	\$10,500
Secondary Market Disclosure Documents	\$3,500
Review of Length of Service Award Program (LOSAP)	\$3,750

Hourly Rates:

Partners:	\$135-\$175 per hour
Managers:	\$110-\$125 per hour
Senior Accountants/Supervisors:	\$75-\$100 per hour
Staff Accountants:	\$60-\$70 per hour
Administrative:	\$55 per hour

4. **ENGAGING OTHERS:** Nothing in this agreement shall prohibit the BOROUGH from engaging other auditors for specific matters if in the opinion of the Mayor and Council such is necessary.
5. **FAIR AND OPEN PROCESS:** This contract is awarded pursuant to a fair and open process pursuant to the provisions of N.J.S.A. 19:44A-20.5, et. seq.
6. **INCORPORATION OF CERTAIN PROVISIONS:**
 - A. The parties to this agreement agree to incorporate into same the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Department of the Treasury, pursuant to P.L. 1975, c.127, as amended and supplemented from time to time, and the BOROUGH AUDITOR agrees to fully comply with the terms, provisions and obligations of said regulation, provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said regulations.
 - B. The parties to this agreement agree to incorporate into same the mandatory language of section 5.3 of the Regulations promulgated by the Department of the Treasury pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the BOROUGH AUDITOR agrees to comply fully with the terms, provisions and obligations of said regulation.
7. **RIGHT TO RESCIND:** The award of this contract is subject to the BOROUGH'S right to rescind same within thirty (30) days of its issuance should the Mayor and Council determine that the BOROUGH AUDITOR'S services are not performed satisfactorily in accordance with this contract.

8. COUNTERPARTS: The parties agree that this contract may be signed in separate counterparts, the effect of which will be the same as if one original were signed by both parties.

IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year affixed next to their respective signatures.

DATE:

BOROUGH OF RIDGEFIELD

Anthony R. Suarez, Mayor

ATTEST:

Linda M. Silvestri,
Borough Clerk

FERRAIOLI, WIELKOTZ, CERULLO &
CUVA, P.A.

WITNESS:

DATE:

By:_____

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 3, 2016

Presented by Councilman Castelli

RESOLUTION NO. 85-2016

WHEREAS, there is a need in the Borough of Ridgefield for a Bond Counsel; and

WHEREAS, the Borough of Ridgefield previously published a Request for Qualifications for the position of Bond Counsel; and

WHEREAS, a duly constituted evaluation committee recommended that Gibbons, P.C. be awarded the professional services contract to serve as the Bond Counsel for calendar year 2016; and

WHEREAS, Gibbons, P.C. was previously appointed Bond Counsel to the Borough of Ridgefield for calendar year 2016; and

WHEREAS, the Borough now wishes to enter into a professional services agreement with Gibbons, P.C. as required by law;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield as follows:

1. The Mayor and the Borough Clerk be and hereby are authorized and directed to execute the attached Professional Services Agreement with Gibbons, P.C. as required by law.
2. This contract is awarded for the following reasons: There is a need for a Bond Counsel within the Borough of Ridgefield; the service to be rendered constitutes a professional service as defined by New Jersey law; the Borough did publish a request for qualifications to which the contract recipient responded; and the contract recipient was recommended by the Evaluation Committee of the Mayor and Council to be awarded the professional services agreement as Bond Counsel.
3. Compensation for this position shall be as set forth in Paragraph 3 of the Professional Services Agreement attached hereto.
4. The within contract has been awarded pursuant to a "fair and open process" pursuant to the provisions of *N.J.S.A. 19:44A-20.4*, et. seq.
5. A notice of this action shall be printed in *The Record*.

6. The award of this contract is subject to the certification of availability of funds by the Borough's Financial Officer.

7. A copy of this Resolution and a copy of the attached contract shall be made available for public inspection as required by law.

COUNCIL VOTE				
	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Acosta	X			
Penabad	X			
Shim	X			
Todd	X			
Vincentz	X			
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri
Borough Clerk

**CONTRACT FOR PROFESSIONAL SERVICES WITH
BOND COUNSEL**

THIS IS A CONTRACT for professional services made by and between the Borough of Ridgefield, County of Bergen, State of New Jersey, hereinafter called the "BOROUGH", and Gibbons, P.C., having offices at One Gateway Center, Newark, New Jersey, hereinafter called the "BOND COUNSEL".

WHEREAS, the Mayor and Council of the Borough of Ridgefield previously appointed Gibbons, P.C. as Bond Counsel for calendar year 2016; and

WHEREAS, pursuant to law, the Mayor and Council have authorized the Mayor and Borough Clerk to enter into an agreement with the BOND COUNSEL for professional services as Bond Counsel without competitive bid; and

WHEREAS, it is desirable and appropriate that the parties enter into a formal contract to memorialize the rights, duties and obligations of the parties;

NOW, THEREFORE, IT IS AGREED by and between the parties, in consideration for the mutual promises and covenants contained herein, as follows:

1. **ENGAGEMENT:** The BOROUGH hereby engages the BOND COUNSEL to serve as Borough BOND COUNSEL for calendar year 2016, or until her/his successor qualifies. The BOND COUNSEL hereby accepts such engagement and agrees to provide the services required under this agreement.
2. **SCOPE OF SERVICES:** The BOND COUNSEL shall perform all appropriate legal services in connection with the issuance of bonds and other financing activities by the BOROUGH, and as assigned to the BOND COUNSEL by the Mayor and Council.
3. **PAYMENT FOR SERVICES:** Payment for services rendered by BOND COUNSEL will be in accordance with the following schedule:
 - A. **Preparation or Review of Ordinances:** For services rendered in connection with the preparation or review of each ordinance and the compiling of a certified record of proceedings in connection therewith, a fee of \$475 for each single purpose ordinance and \$550 for each multiple purpose ordinance would be received by BOND COUNSEL, plus out-of-pocket disbursements. If the preparation of the ordinance involves consultations, meetings or discussions that are out of the ordinary, there will be an additional fee based on the time required to perform such services charged at the hourly rates set forth below.
 - B. **Traditional Note Issue:** With respect to work done in connection with any temporary financings of the BOROUGH involving a private placement and not involving preparation of an Official Statement, BOND COUNSEL will receive

\$1,000 for its approving opinion and 50 cents per \$1,000 of notes issued, plus out-of-pocket expenses.

C. Traditional Bond Issue: For work done and responsibilities assumed in connection with rendering the type of opinions anticipated in any permanent financings (which are competitively bid or negotiated), BOND COUNSEL will receive a base fee of \$3,500, plus \$1 per \$1,000 of bonds issued, plus out-of-pocket disbursements. If an Official Statement needs to be reviewed or prepared in connection with the financing, BOND COUNSEL'S fee for such services would be at an hourly rate.

D. Hourly Rate: In connection with the preparation of an Official Statement, the attention to litigation, special advise to be rendered regarding compliance with the investment restrictions under the arbitrage regulations, the review of other unusual tax questions, the attendance at meetings not related to a permanent or temporary financing, the application for investment of proceeds in Federal Treasury obligations, State and Local Government Series or questions referred to bond counsel which arise away from a specific financing, the fee for such additional or non-transactional services would be at an hourly (time charge) basis. This fee will be calculated by multiplying the number of hours expended by each attorney and paralegal by their respective billing rate in effect at the time the work is performed. Billing rates are based on the experience and expertise of the attorney involved and are reviewed and revised by the firm periodically. The present hourly rates of those attorneys and paralegals anticipated to work on BOROUGH matters are as follows:

John D. Draikiwicz	195
Steven Sholk	185
Scott A. Galano	175
Robert Johnson	125
Paralegal	95

E. Out-of-Pocket Expenses: In addition to all of the above-mentioned fees, the firm will include in its billing statement its out-of-pocket costs incurred in connection with the matter, including expenses of telephone, document reproduction, postage, air freight, faxes and overnight deliveries, and stenographic overtime, if required.

4. ENGAGING OTHERS: Nothing in this agreement shall prohibit the BOROUGH from engaging other bond counsel for specific matters if in the opinion of the Mayor and Council such is necessary.
5. FAIR AND OPEN PROCESS: This contract is awarded pursuant to a fair and open process pursuant to the provisions of N.J.S.A. 19:44A-20.5, et. seq.
6. INCORPORATION OF CERTAIN PROVISIONS:

- A. The parties to this agreement agree to incorporate into same the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Department of the Treasury, pursuant to P.L. 1975, c.127, as amended and supplemented from time to time, and the BOND COUNSEL agrees to fully comply with the terms, provisions and obligations of said regulation, provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said regulations.
- B. The parties to this agreement agree to incorporate into same the mandatory language of section 5.3 of the Regulations promulgated by the Department of the Treasury pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the BOND COUNSEL agrees to comply fully with the terms, provisions and obligations of said regulation.
7. RIGHT TO RESCIND: The award of this contract is subject to the BOROUGH'S right to rescind same within thirty (30) days of its issuance should the Mayor and Council determine that the BOND COUNSEL'S services are not performed satisfactorily in accordance with this contract.
8. COUNTERPARTS: The parties agree that this contract may be signed in separate counterparts, the effect of which will be the same as if one original were signed by both parties.

IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year affixed next to their respective signatures.

DATE:

BOROUGH OF RIDGEFIELD

Anthony R. Suarez, Mayor

ATTEST:

Linda M. Silvestri,
Borough Clerk

GIBBONS, P.C.

WITNESS:

DATE:

By:_____
Jason R. Tuvel, Esq.

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 3, 2016

Presented by Councilman Castelli

RESOLUTION NO. 86-2016

WHEREAS, there is a need in the Borough of Ridgefield for a Borough Attorney; and

WHEREAS, the Borough of Ridgefield previously published a Request for Qualifications for the position of Borough Attorney; and

WHEREAS, a duly constituted evaluation committee recommended that Stephen F. Pellino of Basile Birchwale & Pellino, LLP be awarded the professional services contract to serve as the Borough Attorney for calendar year 2016; and

WHEREAS, Stephen F. Pellino, Esq. of Basile Birchwale & Pellino, LLP was previously appointed Borough Attorney to the Borough of Ridgefield for calendar year 2016; and

WHEREAS, the Borough now wishes to enter into a professional services agreement with Stephen F. Pellino, Esq. of Basile Birchwale & Pellino, LLP as required by law;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield as follows:

1. The Mayor and the Borough Clerk be and hereby are authorized and directed to execute the attached Professional Services Agreement with Stephen F. Pellino, Esq. of Basile Birchwale & Pellino, LLP as required by law.

2. This contract is awarded for the following reasons: There is a need for a Borough Attorney within the Borough of Ridgefield; the service to be rendered constitutes a professional service as defined by New Jersey law; the Borough did publish a request for qualifications to which the contract recipient responded; and the contract recipient was recommended by the Evaluation Committee of the Mayor and Council to be awarded the professional services agreement as Borough Attorney.

3. Compensation for this position shall be as set forth in Paragraph 3 of the Professional Services Agreement attached hereto.

4. The within contract has been awarded pursuant to a "fair and open process" pursuant to the provisions of *N.J.S.A. 19:44A-20.4*, et. seq.

5. A notice of this action shall be printed in *The Record*.

6. The award of this contract is subject to the certification of availability of funds by the Borough's Financial Officer.

7. A copy of this Resolution and a copy of the attached contract shall be made available for public inspection as required by law.

COUNCIL VOTE				
	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Acosta	X			
Penabad	X			
Shim	X			
Todd	X			
Vincentz	X			
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri
Borough Clerk

CONTRACT FOR PROFESSIONAL SERVICES WITH
BOROUGH ATTORNEY

THIS IS A CONTRACT for professional services made by and between the Borough of Ridgefield, County of Bergen, State of New Jersey, hereinafter called the "BOROUGH", and Stephen F. Pellino, Esq. of Basile Birchwale & Pellino, LLP, 865 Broad Avenue, Ridgefield, New Jersey, hereinafter called the "ATTORNEY".

WHEREAS, the Mayor and Council of the Borough of Ridgefield previously appointed Stephen F. Pellino, Esq. of Basile Birchwale & Pellino, LLP as Borough Attorney for calendar year 2016; and

WHEREAS, pursuant to law, the Mayor and Council have authorized the Mayor and Borough Clerk to enter into an agreement with the ATTORNEY for professional services as Borough Attorney without competitive bid; and

WHEREAS, it is desirable and appropriate that the parties enter into a formal contract to memorialize the rights, duties and obligations of the parties;

NOW, THEREFORE, IT IS AGREED by and between the parties, in consideration for the mutual promises and covenants contained herein, as follows:

1. ENGAGEMENT: The BOROUGH hereby engages the ATTORNEY to serve as Borough ATTORNEY for calendar year 2016, or until her/his successor qualifies. The ATTORNEY hereby accepts such engagement and agrees to provide the services required under this agreement.
2. SCOPE OF SERVICES: The ATTORNEY shall perform all legal services for the BOROUGH as assigned by the Mayor and Council, and will interface with other attorneys engaged by the BOROUGH to handle specialized areas, such as tax appeal attorney, labor attorney and bond counsel.
3. PAYMENT FOR SERVICES: The ATTORNEY'S fees for work performed will be divided into two categories. The ATTORNEY shall receive a retainer of \$45,600 per annum payable in biweekly or other regular installments. The retainer amount shall include compensation for the following categories of legal work to be performed by the ATTORNEY: attendance at all regular and specially scheduled Mayor and Council meetings; preparation of routine ordinances and resolutions, except as specified below; availability for and consultation with, both telephonic and in person, with individual members of the Mayor and Council and such administrative personnel as the Mayor and Council shall authorize and routine interfacing with special labor counsel and tax appeal counsel. In addition, the ATTORNEY shall be compensated on an hourly basis at the rate of \$110 per hour for ***all other legal work including but not limited to*** the following categories of legal work to be performed by the ATTORNEY: participation in litigation assigned

by the Mayor and Council; participation in regulatory matters assigned by the Mayor and Council including but not limited to the Council on Affordable Housing or such other and further entities as may be created or determined by statute regarding the necessity to provide low and middle income housing pursuant to law and applications before the BCUA that the Mayor and Council assign to the Borough Attorney; participation in redevelopment issues; and the drafting of ordinances of a non-routine nature, such as amendments to significant portions of the Borough's zoning code or other code sections. The parties agree that the ATTORNEY may have other partners in the law firm of Basile Birchwale & Pellino, LLP perform services in connection with this agreement. The ATTORNEY shall submit periodic vouchers with detailed specifications of services performed.

4. **ENGAGING OTHERS:** Nothing in this agreement shall prohibit the BOROUGH from engaging other attorneys for specific matters if in the opinion of the Mayor and Council such is necessary.
5. **FAIR AND OPEN PROCESS:** This contract is awarded pursuant to a fair and open process pursuant to the provisions of N.J.S.A. 19:44A-20.5, et. seq.
6. **INCORPORATION OF CERTAIN PROVISIONS:**
 - A. The parties to this agreement agree to incorporate into same the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Department of the Treasury, pursuant to P.L. 1975, c.127, as amended and supplemented from time to time, and the ATTORNEY agrees to fully comply with the terms, provisions and obligations of said regulation, provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said regulations.
 - B. The parties to this agreement agree to incorporate into same the mandatory language of section 5.3 of the Regulations promulgated by the Department of the Treasury pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the ATTORNEY agrees to comply fully with the terms, provisions and obligations of said regulation.
7. **RIGHT TO RESCIND:** The award of this contract is subject to the BOROUGH'S right to rescind same within thirty (30) days of its issuance should the Mayor and Council determine that the ATTORNEY'S services are not performed satisfactorily in accordance with this contract.
8. **COUNTERPARTS:** The parties agree that this contract may be signed in separate counterparts, the effect of which will be the same as if one original were signed by both parties.

IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year affixed next to their respective signatures.

DATE:

BOROUGH OF RIDGEFIELD

Anthony R. Suarez, Mayor

ATTEST:

Linda M. Silvestri,
Borough Clerk

BASILE BIRCHWALE & PELLINO, LLP

WITNESS:

DATE:

By:_____
Stephen F. Pellino, Esq.

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 3, 2016

Presented by Councilman Castelli

RESOLUTION NO. 87-2016

WHEREAS, there is a need in the Borough of Ridgefield for a Borough Engineer; and

WHEREAS, the Borough of Ridgefield previously published a Request for Qualifications for the position of Borough Engineer; and

WHEREAS, a duly constituted evaluation committee recommended that Jenne Associates, LLC be awarded the professional services contract to serve as the Borough Engineer for calendar year 2016; and

WHEREAS, Jenne Associates, LLC was previously appointed Borough Engineer to the Borough of Ridgefield for calendar year 2016; and

WHEREAS, the Borough now wishes to enter into a professional services agreement with Jenne Associates, LLC as required by law;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield as follows:

1. The Mayor and the Borough Clerk be and hereby are authorized and directed to execute the attached Professional Services Agreement with Jenne Associates, LLC as required by law.
2. This contract is awarded for the following reasons: There is a need for a Borough Engineer within the Borough of Ridgefield; the service to be rendered constitutes a professional service as defined by New Jersey law; the Borough did publish a request for qualifications to which the contract recipient responded; and the contract recipient was recommended by the Evaluation Committee of the Mayor and Council to be awarded the professional services agreement as Borough Engineer.
3. Compensation for this position shall be as set forth in Paragraph 3 of the Professional Services Agreement attached hereto.
4. The within contract has been awarded pursuant to a "fair and open process" pursuant to the provisions of *N.J.S.A. 19:44A-20.4*, et. seq.
5. A notice of this action shall be printed in *The Record*.

6. The award of this contract is subject to the certification of availability of funds by the Borough's Financial Officer.

7. A copy of this Resolution and a copy of the attached contract shall be made available for public inspection as required by law.

COUNCIL VOTE				
	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Acosta	X			
Penabad	X			
Shim	X			
Todd	X			
Vincentz	X			
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri
Borough Clerk

**CONTRACT FOR PROFESSIONAL SERVICES WITH
BOROUGH ENGINEER**

THIS IS A CONTRACT for professional services made by and between the Borough of Ridgefield, County of Bergen, State of New Jersey, hereinafter called the "BOROUGH", and Jenne Associates, LLC, 1362 Crim Road, Bridgewater, New Jersey, hereinafter called the "ENGINEER".

WHEREAS, the Mayor and Council of the Borough of Ridgefield previously appointed T.Y. Lin International as Borough Engineer for calendar year 2016; and

WHEREAS, pursuant to law, the Mayor and Council have authorized the Mayor and Borough Clerk to enter into an agreement with the ENGINEER for professional services as Borough Engineer without competitive bid; and

WHEREAS, it is desirable and appropriate that the parties enter into a formal contract to memorialize the rights, duties and obligations of the parties;

NOW, THEREFORE, IT IS AGREED by and between the parties, in consideration for the mutual promises and covenants contained herein, as follows:

1. **ENGAGEMENT:** The BOROUGH hereby engages the ENGINEER to serve as Borough ENGINEER for calendar year 2016, or until her/his successor qualifies. The ENGINEER hereby accepts such engagement and agrees to provide the services required under this agreement.
2. **SCOPE OF SERVICES:** The ENGINEER shall perform all appropriate engineering, surveying, planning and other related services for the BOROUGH, including all matters which in the reasonable opinion of the Mayor and Council should be referred to the ENGINEER and all matters which by law and/or tradition should be referred to and handled by the ENGINEER.
3. **PAYMENT FOR SERVICES:** The ENGINEER shall receive a base retainer of \$1,900 per month for providing 23 hours of service to the BOROUGH. To the extent the ENGINEER'S services in any given month shall exceed 23 hours, the ENGINEER shall be paid, in addition to the retainer, at the hourly rates set forth below for those services that exceed 23 hours. The ENGINEER shall submit an appropriate invoice detailing all services provided, including those within the 23 hour allowance and those above.
4. **HOURLY RATES:** For those projects not covered by the monthly retainer, in other words, matters which by law or tradition are not referred to and handled by the ENGINEER, and when directed to the ENGINEER by the Mayor and Council shall be billed at the following rates:

Borough Engineer:	\$140.00
Licensed Professional:	\$125.00
Senior Designer:	\$110.00
Senior Construction Inspector:	\$105.00
Construction Inspector:	\$90.00
Technician:	\$80.00
Survey Crew (2 person):	\$160.00

5. **ENGAGING OTHERS:** Nothing in this agreement shall prohibit the BOROUGH from engaging other engineers for specific matters if in the opinion of the Mayor and Council such is necessary.
6. **FAIR AND OPEN PROCESS:** This contract is awarded pursuant to a fair and open process pursuant to the provisions of N.J.S.A. 19:44A-20.5, et. seq.
7. **INCORPORATION OF CERTAIN PROVISIONS:**
 - A. The parties to this agreement agree to incorporate into same the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Department of the Treasury, pursuant to P.L. 1975, c.127, as amended and supplemented from time to time, and the ENGINEER agrees to fully comply with the terms, provisions and obligations of said regulation, provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said regulations.
 - B. The parties to this agreement agree to incorporate into same the mandatory language of section 5.3 of the Regulations promulgated by the Department of the Treasury pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the ENGINEER agrees to comply fully with the terms, provisions and obligations of said regulation.
8. **RIGHT TO RESCIND:** The award of this contract is subject to the BOROUGH'S right to rescind same within thirty (30) days of its issuance should the Mayor and Council determine that the ENGINEER'S services are not performed satisfactorily in accordance with this contract.
9. **COUNTERPARTS:** The parties agree that this contract may be signed in separate counterparts, the effect of which will be the same as if one original were signed by both parties.

IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year affixed next to their respective signatures.

DATE:

BOROUGH OF RIDGEFIELD

ATTEST:

Anthony R. Suarez, Mayor

Linda M. Silvestri, Borough Clerk

JENNE ASSOCIATES, LLC

WITNESS:

DATE:

By:_____
Carl Jenne

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 3, 2016

Presented by Councilman Castelli

RESOLUTION NO. 88-2016

WHEREAS, there is a need in the Borough of Ridgefield for a Borough Insurance Agent/Risk Manager; and

WHEREAS, the Borough of Ridgefield previously published a Request for Qualifications for the position of Borough Insurance Agent/Risk Manager; and

WHEREAS, a duly constituted evaluation committee recommended that Alamo Insurance Group, Inc. be awarded the professional services contract to serve as the Insurance Agent/Risk Manager for calendar year 2016; and

WHEREAS, Alamo Insurance Group, Inc. was previously appointed Insurance Agent/Risk Manager to the Borough of Ridgefield for calendar year 2016; and

WHEREAS, the Borough now wishes to enter into a professional services agreement with Alamo Insurance Group, Inc. as required by law;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield as follows:

1. The Mayor and the Borough Clerk be and hereby are authorized and directed to execute the attached Professional Services Agreement with Alamo Insurance Group, Inc. as required by law.

2. This contract is awarded for the following reasons: There is a need for an Insurance Agent/Risk Manager within the Borough of Ridgefield; the service to be rendered constitutes a professional service as defined by New Jersey law; the Borough did publish a request for qualifications to which the contract recipient responded; and the contract recipient was recommended by the Evaluation Committee of the Mayor and Council to be awarded the professional services agreement as Insurance Agent/Risk Manager.

3. Compensation for this position shall be as set forth in Paragraph 3 of the Professional Services Agreement attached hereto.

4. The within contract has been awarded pursuant to a "fair and open process" pursuant to the provisions of *N.J.S.A. 19:44A-20.4*, et. seq.

5. A notice of this action shall be printed in *The Record*.

6. The award of this contract is subject to the certification of availability of funds by the Borough's Financial Officer.

7. A copy of this Resolution and a copy of the attached contract shall be made available for public inspection as required by law.

COUNCIL VOTE				
	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Acosta	X			
Penabad	X			
Shim	X			
Todd	X			
Vincentz	X			
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri
Borough Clerk

**CONTRACT FOR PROFESSIONAL SERVICES WITH
BOROUGH INSURANCE AGENT/RISK MANAGER**

THIS IS A CONTRACT for professional services made by and between the Borough of Ridgefield, County of Bergen, State of New Jersey, hereinafter called the "BOROUGH", and Alamo Insurance Group, Inc., 8419 Bergenline Avenue, North Bergen, New Jersey, hereinafter called the "INSURANCE AGENT/RISK MANAGER".

WHEREAS, the Mayor and Council of the Borough of Ridgefield previously appointed Alamo Insurance Group, Inc. for calendar year 2016; and

WHEREAS, pursuant to law, the Mayor and Council have authorized the Mayor and Borough Clerk to enter into an agreement with the INSURANCE AGENT/RISK MANAGER for professional services as Borough Insurance Agent/Risk Manager without competitive bid; and

WHEREAS, it is desirable and appropriate that the parties enter into a formal contract to memorialize the rights, duties and obligations of the parties;

NOW, THEREFORE, IT IS AGREED by and between the parties, in consideration for the mutual promises and covenants contained herein, as follows:

1. **ENGAGEMENT:** The BOROUGH hereby engages the INSURANCE AGENT/RISK MANAGER to serve as Borough Insurance Agent/Risk Manager for calendar year 2016, or until her/his successor qualifies. The INSURANCE AGENT/RISK MANAGER hereby accepts such engagement and agrees to provide the services required under this agreement.
2. **SCOPE OF SERVICES:** The INSURANCE AGENT/RISK MANAGER shall perform all appropriate insurance related services for the BOROUGH, including the following:
 - A. Placing all necessary insurance coverage for the BOROUGH.
 - B. Acting, where required, as liaison between the BOROUGH and the individual carriers.
 - C. Assisting in the referral, processing and resolution of all claims by or against the BOROUGH.
 - D. Evaluating coverages and policies and making appropriate recommendations to the BOROUGH.
 - E. Consulting with, and making recommendations to the Mayor and Council on insurance related matters.
 - F. Performing such other insurance related services as may be reasonably required by the Mayor and Council from time to time.
3. **PAYMENT FOR SERVICES:** The BOROUGH and INSURANCE AGENT/RISK MANAGER agree that no direct payment shall be made by the

BOROUGH to the INSURANCE AGENT/RISK MANAGER for services rendered pursuant to this agreement. Rather, the INSURANCE AGENT/ RISK MANAGER shall be compensated under this agreement by earned premiums, paid by the individual carriers, on account of the policies placed on behalf of the BOROUGH.

4. ENGAGING OTHERS: Nothing in this agreement shall prohibit the BOROUGH or the INSURANCE AGENT/RISK MANAGER from engaging special insurance agents or risk managers for specific matters if in the opinion of the Mayor and Council and the INSURANCE AGENT/RISK MANAGER such is necessary.
5. FAIR AND OPEN PROCESS: This contract is awarded pursuant to a fair and open process pursuant to the provisions of N.J.S.A. 19:44A-20.5, et. seq.
6. INCORPORATION OF CERTAIN PROVISIONS:
 - A. The parties to this agreement agree to incorporate into same the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Department of the Treasury, pursuant to P.L. 1975, c.127, as amended and supplemented from time to time, and the INSURANCE AGENT/RISK MANAGER agrees to fully comply with the terms, provisions and obligations of said regulation, provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said regulations.
 - B. The parties to this agreement agree to incorporate into same the mandatory language of section 5.3 of the Regulations promulgated by the Department of the Treasury pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the INSURANCE AGENT/RISK MANAGER agrees to comply fully with the terms, provisions and obligations of said regulation.
7. RIGHT TO RESCIND: The award of this contract is subject to the BOROUGH'S right to rescind same within thirty (30) days of its issuance should the Mayor and Council determine that the INSURANCE AGENT/RISK MANAGER'S services are not performed satisfactorily in accordance with this contract.
8. COUNTERPARTS: The parties agree that this contract may be signed in separate counterparts, the effect of which will be the same as if one original were signed by both parties.

IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year affixed next to their respective signatures.

DATE:

BOROUGH OF RIDGEFIELD

Anthony R. Suarez, Mayor

ATTEST:

Linda M. Silvestri,
Borough Clerk

ALAMO INSURANCE GROUP, INC.

WITNESS:

DATE:

By:_____
Luis Alamo, President

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 3, 2016

Presented by Councilman Castelli

RESOLUTION NO. 89-2016

WHEREAS, there is a need in the Borough of Ridgefield for a Borough Planner; and

WHEREAS, the Borough of Ridgefield previously published a Request for Qualifications for the position of Borough Planner; and

WHEREAS, a duly constituted evaluation committee recommended that DMR Architects be awarded the professional services contract to serve as the Borough Planner for calendar year 2016; and

WHEREAS, DMR Architects was previously appointed Borough Planner to the Borough of Ridgefield for calendar year 2016; and

WHEREAS, the Borough now wishes to enter into a professional services agreement with DMR Architects as required by law;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield as follows:

1. The Mayor and the Borough Clerk be and hereby are authorized and directed to execute the attached Professional Services Agreement with DMR Architects as required by law.
2. This contract is awarded for the following reasons: There is a need for a Borough Planner within the Borough of Ridgefield; the service to be rendered constitutes a professional service as defined by New Jersey law; the Borough did publish a request for qualifications to which the contract recipient responded; and the contract recipient was recommended by the Evaluation Committee of the Mayor and Council to be awarded the professional services agreement as Borough Planner.
3. Compensation for this position shall be as set forth in Paragraph 3 of the Professional Services Agreement attached hereto.
4. The within contract has been awarded pursuant to a "fair and open process" pursuant to the provisions of *N.J.S.A. 19:44A-20.4*, et. seq.
5. A notice of this action shall be printed in *The Record*.

6. The award of this contract is subject to the certification of availability of funds by the Borough's Financial Officer.

7. A copy of this Resolution and a copy of the attached contract shall be made available for public inspection as required by law.

COUNCIL VOTE				
	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Acosta	X			
Penabad	X			
Shim	X			
Todd	X			
Vincentz	X			
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri
Borough Clerk

**CONTRACT FOR PROFESSIONAL SERVICES WITH
BOROUGH PLANNER**

THIS IS A CONTRACT for professional services made by and between the Borough of Ridgefield, County of Bergen, State of New Jersey, hereinafter called the "BOROUGH", and DMR Architects, having offices located at 777 Terrace Avenue, Suite 607, Hasbrouck Heights, New Jersey, hereinafter called the "PLANNER".

WHEREAS, the Mayor and Council of the Borough of Ridgefield previously appointed DMR Architects as Borough Planner for calendar year 2016; and

WHEREAS, pursuant to law, the Mayor and Council have authorized the Mayor and Borough Clerk to enter into an agreement with the PLANNER for professional services as Borough Planner without competitive bid; and

WHEREAS, it is desirable and appropriate that the parties enter into a formal contract to memorialize the rights, duties and obligations of the parties;

NOW, THEREFORE, IT IS AGREED by and between the parties, in consideration for the mutual promises and covenants contained herein, as follows:

1. **ENGAGEMENT:** The BOROUGH hereby engages the PLANNER to serve as Borough PLANNER for calendar year 2016, or until her/his successor qualifies. The PLANNER hereby accepts such engagement and agrees to provide the services required under this agreement.
2. **SCOPE OF SERVICES:** The PLANNER shall perform all appropriate planning services for the BOROUGH, as from time to time directed by the Mayor and Council, or its designees, serving in an advisory capacity and rendering consultation and advice on matters submitted to the PLANNER for study, recommendation or comment, including professional planning services in matters relating to the New Jersey Municipal Land Use Law, local redevelopment, housing law, COAH or other similar affordable housing laws and regulations, state plan and related planning statutes and documents and will be available to prepare special planning studies at the request of the BOROUGH and/or Zoning and/or Planning Board, as well as be available to prepare documents along with testimony relating to court actions and mediation that the BOROUGH and/or Zoning and/or Planning Board may be involved in and shall request. The PLANNER shall also be available to attend public hearings, and upon the BOROUGH'S directive, informal meetings and/or discussions with applicants to review and discuss matters before the BOROUGH and/or Zoning and/or Planning Board and to provide generally administration and research of general planning services are requested by the BOROUGH under this agreement.
3. **PAYMENT FOR SERVICES:** The PLANNER'S fees for work

performed shall be billed and payable on at the hourly rate of \$135. The PLANNER shall submit appropriate vouchers on a periodic basis for all such services.

4. **ENGAGING OTHERS:** Nothing in this agreement shall prohibit the BOROUGH from engaging other planners for specific matters if in the opinion of the Mayor and Council such is necessary.
5. **FAIR AND OPEN PROCESS:** This contract is awarded pursuant to a fair and open process pursuant to the provisions of N.J.S.A. 19:44A-20.5, et. seq.
6. **INCORPORATION OF CERTAIN PROVISIONS:**
 - A. The parties to this agreement agree to incorporate into same the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Department of the Treasury, pursuant to P.L. 1975, c.127, as amended and supplemented from time to time, and the PLANNER agrees to fully comply with the terms, provisions and obligations of said regulation, provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said regulations.
 - B. The parties to this agreement agree to incorporate into same the mandatory language of section 5.3 of the Regulations promulgated by the Department of the Treasury pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the PLANNER agrees to comply fully with the terms, provisions and obligations of said regulation.
7. **RIGHT TO RESCIND:** The award of this contract is subject to the BOROUGH'S right to rescind same within thirty (30) days of its issuance should the Mayor and Council determine that the PLANNER'S services are not performed satisfactorily in accordance with this contract.
8. **COUNTERPARTS:** The parties agree that this contract may be signed in separate counterparts, the effect of which will be the same as if one original were signed by both parties.

IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year affixed next to their respective signatures.

DATE:

BOROUGH OF RIDGEFIELD

Anthony R. Suarez, Mayor

ATTEST:

Linda M. Silvestri,
Borough Clerk

DMR ARCHITECTS

WITNESS:

DATE:

By:_____
Lloyd A. Rosenberg, AIA
President & CEO

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 3, 2016

Presented by Councilman Castelli

RESOLUTION NO. 90-2016

WHEREAS, there is a need in the Borough of Ridgefield for a Borough Prosecutor; and

WHEREAS, the Borough of Ridgefield previously published a Request for Qualifications for the position of Borough Prosecutor; and

WHEREAS, a duly constituted evaluation committee recommended that Marlene Caride, Esq. of Gonzalez and Caride be awarded the professional services contract to serve as the Borough Prosecutor for calendar year 2016; and

WHEREAS, Marlene Caride, Esq. of Gonzalez and Caride was previously appointed Borough Prosecutor to the Borough of Ridgefield for calendar year 2016; and

WHEREAS, the Borough now wishes to enter into a professional services agreement with Marlene Caride, Esq. of Gonzalez and Caride as required by law;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield as follows:

1. The Mayor and the Borough Clerk be and hereby are authorized and directed to execute the attached Professional Services Agreement with Marlene Caride, Esq. of Gonzalez and Caride as required by law.
2. This contract is awarded for the following reasons: There is a need for a Borough Prosecutor within the Borough of Ridgefield; the service to be rendered constitutes a professional service as defined by New Jersey law; the Borough did publish a request for qualifications to which the contract recipient responded; and the contract recipient was recommended by the Evaluation Committee of the Mayor and Council to be awarded the professional services agreement as Borough Prosecutor.
3. Compensation for this position shall be as set forth in Paragraph 3 of the Professional Services Agreement attached hereto.
4. The within contract has been awarded pursuant to a "fair and open process" pursuant to the provisions of *N.J.S.A. 19:44A-20.4*, et. seq.
5. A notice of this action shall be printed in *The Record*.

6. The award of this contract is subject to the certification of availability of funds by the Borough's Financial Officer.

7. A copy of this Resolution and a copy of the attached contract shall be made available for public inspection as required by law.

COUNCIL VOTE				
	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Acosta	X			
Penabad	X			
Shim	X			
Todd	X			
Vincentz	X			
Mayor Suarez				

Approved:

Attest:

Russell Castelli, Council President

Linda M. Silvestri
Borough Clerk

**CONTRACT FOR PROFESSIONAL SERVICES WITH
BOROUGH PROSECUTOR**

THIS IS A CONTRACT for professional services made by and between the Borough of Ridgefield, County of Bergen, State of New Jersey, hereinafter called the "BOROUGH", and Marlene Caride, Esq. of Gonzalez and Caride, having offices at 545-547 39th Street, Suite 100, Union City, New Jersey, hereinafter called the "PROSECUTOR".

WHEREAS, the Mayor and Council of the Borough of Ridgefield previously appointed Marlene Caride, Esq. as Borough Prosecutor for calendar year 2016; and

WHEREAS, pursuant to law, the Mayor and Council have authorized the Mayor and Borough Clerk to enter into an agreement with the PROSECUTOR for professional services as Borough Prosecutor without competitive bid; and

WHEREAS, it is desirable and appropriate that the parties enter into a formal contract to memorialize the rights, duties and obligations of the parties;

NOW, THEREFORE, IT IS AGREED by and between the parties, in consideration for the mutual promises and covenants contained herein, as follows:

1. **ENGAGEMENT:** The BOROUGH hereby engages the PROSECUTOR to serve as Borough PROSECUTOR for calendar year 2016, or until her/his successor qualifies. The PROSECUTOR hereby accepts such engagement and agrees to provide the services required under this agreement.
2. **SCOPE OF SERVICES:** The PROSECUTOR shall perform all appropriate services on an as needed basis for the BOROUGH in order to serve as the PROSECUTOR in the Ridgefield Municipal Court, including being in charge of the prosecution of all matters which come before the Municipal Court.
3. **PAYMENT FOR SERVICES:** The BOROUGH agrees to pay to the PROSECUTOR for services rendered pursuant to this agreement the sum of \$12,500.00 per year.
4. **ENGAGING OTHERS:** Nothing in this agreement shall prohibit the BOROUGH from engaging other prosecutors for specific matters if in the opinion of the Mayor and Council such is necessary.
5. **FAIR AND OPEN PROCESS:** This contract is awarded pursuant to a fair and open process pursuant to the provisions of N.J.S.A. 19:44A-20.5, et. seq.
6. **INCORPORATION OF CERTAIN PROVISIONS:**
 - A. The parties to this agreement agree to incorporate into same the mandatory language of subsection 3.4(a) of the Regulations promulgated by the

Department of the Treasury, pursuant to P.L. 1975, c.127, as amended and supplemented from time to time, and the PROSECUTOR agrees to fully comply with the terms, provisions and obligations of said regulation, provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said regulations.

- B. The parties to this agreement agree to incorporate into same the mandatory language of section 5.3 of the Regulations promulgated by the Department of the Treasury pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the PROSECUTOR agrees to comply fully with the terms, provisions and obligations of said regulation.
7. **RIGHT TO RESCIND:** The award of this contract is subject to the BOROUGH'S right to rescind same within thirty (30) days of its issuance should the Mayor and Council determine that the PROSECUTOR'S services are not performed satisfactorily in accordance with this contract.
8. **COUNTERPARTS:** The parties that this contract may be signed in separate counterparts, the effect of which will be the same as if one original were signed by both parties.

IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year affixed next to their respective signatures.

DATE:

BOROUGH OF RIDGEFIELD

Anthony R. Suarez, Mayor

ATTEST:

Linda M. Silvestri,
Borough Clerk

GONZALEZ AND CARIDE

WITNESS:

DATE:

By: _____
Marlene Caride, Esq.

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 3, 2016

Presented by Councilman Castelli

RESOLUTION NO. 91-2016

WHEREAS, there is a need in the Borough of Ridgefield for a Borough Grant Writer;
and

WHEREAS, the Borough of Ridgefield previously published a Request for Qualifications
for the position of Borough Grant Writer; and

WHEREAS, a duly constituted evaluation committee recommended that Millennium
Strategies, LLC be awarded the grant writing services contract to serve as the Grant Writer for
calendar year 2016; and

WHEREAS, Millennium Strategies, LLC was previously appointed Grant Writer to the
Borough of Ridgefield for calendar year 2016;

WHEREAS, the Borough now wishes to enter into a grant writing services agreement
with Millennium Strategies, LLC as required by law; and

WHEREAS, the contract is for a total amount which does not exceed the enhanced bid
threshold of \$36,000;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of
Ridgefield as follows:

1. The Mayor and the Borough Clerk be and hereby are authorized and directed to
execute the attached Contract for Grant Writing Services with Millennium Strategies, LLC as
required by law.

2. This contract is awarded for the following reasons: There is a need for a Grant
Writer within the Borough of Ridgefield; the service to be rendered constitutes a service as
defined by New Jersey law; the Borough did publish a request for qualifications to which the
contract recipient responded; and the contract recipient was recommended by the Evaluation
Committee of the Mayor and Council to be awarded the grant writing services agreement as
Grant Writer; the contract is for an amount that does not exceed the enhanced bid threshold.

3. Compensation for this position shall be as set forth in Paragraph 3 of the Contract
for Grant Writing Services attached hereto.

4. The within contract has been awarded pursuant to a “fair and open process” pursuant to the provisions of *N.J.S.A. 19:44A-20.4*, et. seq.

5. A notice of this action shall be printed in *The Record*.

6. The award of this contract is subject to the certification of availability of funds by the Borough’s Financial Officer.

7. A copy of this Resolution and a copy of the attached contract shall be made available for public inspection as required by law.

COUNCIL VOTE				
	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Acosta	X			
Penabad	X			
Shim	X			
Todd	X			
Vincentz	X			
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri
Borough Clerk

CONTRACT FOR GRANT WRITING SERVICES

THIS IS A CONTRACT for grant writing services made by and between the Borough of Ridgefield, County of Bergen, State of New Jersey, hereinafter called the "BOROUGH", and Millennium Strategies, LLC, 60 Roseland Avenue, Caldwell, New Jersey, hereinafter called the "GRANT WRITER".

WHEREAS, the Mayor and Council of the Borough of Ridgefield previously appointed Millennium Strategies, LLC as GRANT WRITER for calendar year 2016; and

WHEREAS, pursuant to law, the Mayor and Council have authorized the Mayor and Borough Clerk to enter into an agreement with the GRANT WRITER for grant writing services without competitive bid; and

WHEREAS, it is desirable and appropriate that the parties enter into a formal contract to memorialize the rights, duties and obligations of the parties;

NOW, THEREFORE, IT IS AGREED by and between the parties, in consideration for the mutual promises and covenants contained herein, as follows:

1. **ENGAGEMENT:** The BOROUGH hereby engages the GRANT WRITER to serve as Borough Grant Writer for calendar year 2016, or until her/his successor qualifies. The GRANT WRITER hereby accepts such engagement and agrees to provide the services required under this agreement.
2. **SCOPE OF SERVICES:** The GRANT WRITER shall perform all appropriate grant writing services for the BOROUGH including the following:
 - A. Notification of all available governmental and non-governmental funding opportunities – the BOROUGH will receive detailed memoranda of potential funding opportunities that include an explanation of what the GRANT WRITER will do and what the BOROUGH'S responsibilities are in order to complete the grant application and produce the best possible product for submission;
 - B. Research, preparation, submission and all appropriate follow up, including appropriate legislative support, for all available governmental and non-governmental funding applications.
 - C. Representation, on the BOROUGH'S behalf with all appropriate legislative and governmental officials and their offices pertaining to grant and funding procurement services that the GRANT WRITER undertakes.
 - D. Attendance at designated meetings, as requested, with 48 hours notice.

3. **PAYMENT FOR SERVICES:** The BOROUGH shall pay the GRANT WRITER a fixed sum to cover all services as set forth above, said fee to be a total of \$36,000 payable in monthly installments of \$3,000.
4. **ENGAGING OTHERS:** Nothing in this agreement shall prohibit the BOROUGH or the GRANT WRITER from engaging special grant writers for specific matters if in the opinion of the Mayor and Council and the GRANT WRITER such is necessary.
5. **FAIR AND OPEN PROCESS:** This contract is awarded pursuant to a fair and open process pursuant to the provisions of N.J.S.A. 19:44A-20.5, et. seq.
6. **INCORPORATION OF CERTAIN PROVISIONS:**
 - A. The parties to this agreement agree to incorporate into same the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Department of the Treasury, pursuant to P.L. 1975, c.127, as amended and supplemented from time to time, and the INSURANCE AGENT/RISK MANAGER agrees to fully comply with the terms, provisions and obligations of said regulation, provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said regulations.
 - B. The parties to this agreement agree to incorporate into same the mandatory language of section 5.3 of the Regulations promulgated by the Department of the Treasury pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the INSURANCE AGENT/RISK MANAGER agrees to comply fully with the terms, provisions and obligations of said regulation.
7. **RIGHT TO RESCIND:** The award of this contract is subject to the BOROUGH'S right to rescind same within thirty (30) days of its issuance should the Mayor and Council determine that the INSURANCE AGENT/RISK MANAGER'S services are not performed satisfactorily in accordance with this contract.
8. **COUNTERPARTS:** The parties agree that this contract may be signed in separate counterparts, the effect of which will be the same as if one original were signed by both parties.

IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year affixed next to their respective signatures.

DATE:

BOROUGH OF RIDGEFIELD

Anthony R. Suarez, Mayor

ATTEST:

Linda M. Silvestri,
Borough Clerk

MILLENNIUM STRATEGIES, LLC

WITNESS:

DATE:

By:_____
Bernadette P. McPherson, Esq.
Senior Vice President Marketing &
Business Development

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 3, 2016

Presented by Councilman Castelli

RESOLUTION NO. 92-2016

WHEREAS, there is a need in the Borough of Ridgefield for a Special Labor Attorney;
and

WHEREAS, the Borough of Ridgefield previously published a Request for Qualifications
for the position of Special Labor Attorney; and

WHEREAS, a duly constituted evaluation committee recommended that Chasan, Leyner
and Lamparello, P.C. be awarded the professional services contract to serve as the Special Labor
Attorney for calendar year 2016; and

WHEREAS, Chasan, Leyner and Lamparello, P.C. was previously appointed Special
Labor Attorney to the Borough of Ridgefield for calendar year 2016; and

WHEREAS, the Borough now wishes to enter into a professional services agreement
with Chasan, Leyner and Lamparello, P.C. as required by law;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of
Ridgefield as follows:

1. The Mayor and the Borough Clerk be and hereby are authorized and directed to
execute the attached Professional Services Agreement with Chasan, Leyner and Lamparello, P.C.
as required by law.

2. This contract is awarded for the following reasons: There is a need for a Special
Labor Attorney within the Borough of Ridgefield; the service to be rendered constitutes a
professional service as defined by New Jersey law; the Borough did publish a request for
qualifications to which the contract recipient responded; and the contract recipient was
recommended by the Evaluation Committee of the Mayor and Council to be awarded the
professional services agreement as Special Labor Attorney.

3. Compensation for this position shall be as set forth in Paragraph 3 of the
Professional Services Agreement attached hereto.

4. The within contract has been awarded pursuant to a "fair and open process"
pursuant to the provisions of *N.J.S.A. 19:44A-20.4*, et. seq.

5. A notice of this action shall be printed in *The Record*.

6. The award of this contract is subject to the certification of availability of funds by the Borough's Financial Officer.

7. A copy of this Resolution and a copy of the attached contract shall be made available for public inspection as required by law.

COUNCIL VOTE				
	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Acosta	X			
Penabad	X			
Shim	X			
Todd	X			
Vincentz	X			
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri
Borough Clerk

**CONTRACT FOR PROFESSIONAL SERVICES WITH
SPECIAL LABOR ATTORNEY**

THIS IS A CONTRACT for professional services made by and between the Borough of Ridgefield, County of Bergen, State of New Jersey, hereinafter called the "BOROUGH", and Chasan, Leyner and Lamparello, P.C., having offices at 300 Harmon Meadow Boulevard, Secaucus, New Jersey, hereinafter called the "SPECIAL LABOR ATTORNEY".

WHEREAS, the Mayor and Council of the Borough of Ridgefield previously appointed Chasan, Leyner and Lamparello, P.C. as Special Labor Attorney for calendar year 2016; and

WHEREAS, pursuant to law, the Mayor and Council have authorized the Mayor and Borough Clerk to enter into an agreement with the SPECIAL LABOR ATTORNEY for professional services as Special Labor Attorney without competitive bid; and

WHEREAS, it is desirable and appropriate that the parties enter into a formal contract to memorialize the rights, duties and obligations of the parties;

NOW, THEREFORE, IT IS AGREED by and between the parties, in consideration for the mutual promises and covenants contained herein, as follows:

1. **ENGAGEMENT:** The BOROUGH hereby engages the SPECIAL LABOR ATTORNEY to serve as Borough SPECIAL LABOR ATTORNEY for calendar year 2016, or until her/his successor qualifies. The SPECIAL LABOR ATTORNEY hereby accepts such engagement and agrees to provide the services required under this agreement.
2. **SCOPE OF SERVICES:** The SPECIAL LABOR ATTORNEY shall perform all appropriate legal services in connection with BOROUGH labor matters as shall be assigned to SPECIAL LABOR ATTORNEY by the Mayor and Council.
3. **PAYMENT FOR SERVICES:** The SPECIAL LABOR ATTORNEY shall be paid at an hourly rate of \$110.00 for all labor litigation services as assigned to it by the Mayor and Council. The SPECIAL LABOR ATTORNEY shall submit periodic vouchers with detailed specifications of services performed.
4. **ENGAGING OTHERS:** Nothing in this agreement shall prohibit the BOROUGH from engaging other attorneys for specific matters if in the opinion of the Mayor and Council such is necessary.
5. **FAIR AND OPEN PROCESS:** This contract is awarded pursuant to a fair and open process pursuant to the provisions of N.J.S.A. 19:44A-20.5, et. seq.
6. **INCORPORATION OF CERTAIN PROVISIONS:**

- A. The parties to this agreement agree to incorporate into same the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Department of the Treasury, pursuant to P.L. 1975, c.127, as amended and supplemented from time to time, and the SPECIAL LABOR ATTORNEY agrees to fully comply with the terms, provisions and obligations of said regulation, provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said regulations.
- B. The parties to this agreement agree to incorporate into same the mandatory language of section 5.3 of the Regulations promulgated by the Department of the Treasury pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the SPECIAL LABOR ATTORNEY agrees to comply fully with the terms, provisions and obligations of said regulation.
7. **RIGHT TO RESCIND:** The award of this contract is subject to the BOROUGH'S right to rescind same within thirty (30) days of its issuance should the Mayor and Council determine that the SPECIAL LABOR ATTORNEY'S services are not performed satisfactorily in accordance with this contract.
8. **COUNTERPARTS:** The parties agree that this contract may be signed in separate counterparts, the effect of which will be the same as if one original were signed by both parties.

IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year affixed next to their respective signatures.

DATE:

BOROUGH OF RIDGEFIELD

Anthony R. Suarez, Mayor

ATTEST:

Linda M. Silvestri,
Borough Clerk

CHASAN, LEYNER AND
LAMPARELLO, P.C.

WITNESS:

DATE:

By:_____

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 3, 2016

Presented by Councilman Castelli

RESOLUTION NO. 93-2016

WHEREAS, there is a need in the Borough of Ridgefield for a Public Defender; and

WHEREAS, the Borough of Ridgefield previously published a Request for Qualifications for the position of Public Defender; and

WHEREAS, a duly constituted evaluation committee recommended that Edania C. Rondon, Esq. be awarded the professional services contract to serve as the Public Defender for calendar year 2016; and

WHEREAS, Edania C. Rondon, Esq. was previously appointed Public Defender to the Borough of Ridgefield for calendar year 2016; and

WHEREAS, the Borough now wishes to enter into a professional services agreement with Edania C. Rondon, Esq. as required by law;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield as follows:

1. The Mayor and the Borough Clerk be and hereby are authorized and directed to execute the attached Professional Services Agreement with Edania C. Rondon, Esq. as required by law.
2. This contract is awarded for the following reasons: There is a need for a Public Defender within the Borough of Ridgefield; the service to be rendered constitutes a professional service as defined by New Jersey law; the Borough did publish a request for qualifications to which the contract recipient responded; and the contract recipient was recommended by the Evaluation Committee of the Mayor and Council to be awarded the professional services agreement as Public Defender.
3. Compensation for this position shall be as set forth in Paragraph 3 of the Professional Services Agreement attached hereto.
4. The within contract has been awarded pursuant to a "fair and open process" pursuant to the provisions of *N.J.S.A. 19:44A-20.4, et. seq.*
5. A notice of this action shall be printed in *The Record*.

6. The award of this contract is subject to the certification of availability of funds by the Borough's Financial Officer.

7. A copy of this Resolution and a copy of the attached contract shall be made available for public inspection as required by law.

COUNCIL VOTE				
	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Acosta	X			
Penabad	X			
Shim	X			
Todd	X			
Vincentz	X			
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri
Borough Clerk

**CONTRACT FOR PROFESSIONAL SERVICES WITH
BOROUGH PUBLIC DEFENDER**

THIS IS A CONTRACT for professional services made by and between the Borough of Ridgefield, County of Bergen, State of New Jersey, hereinafter called the "BOROUGH", and Edania C. Rondon, having offices at 3700 Bergenline Avenue, Suite 201, Union City, New Jersey, hereinafter called the "PUBLIC DEFENDER".

WHEREAS, the Mayor and Council of the Borough of Ridgefield previously appointed Edania C. Rondon, Esq. as Borough Public Defender for calendar year 2016; and

WHEREAS, pursuant to law, the Mayor and Council have authorized the Mayor and Borough Clerk to enter into an agreement with the PUBLIC DEFENDER for professional services as Borough Public Defender without competitive bid; and

WHEREAS, it is desirable and appropriate that the parties enter into a formal contract to memorialize the rights, duties and obligations of the parties;

NOW, THEREFORE, IT IS AGREED by and between the parties, in consideration for the mutual promises and covenants contained herein, as follows:

1. **ENGAGEMENT:** The BOROUGH hereby engages the PUBLIC DEFENDER to serve as Borough PUBLIC DEFENDER for calendar year 2016, or until her/his successor qualifies. The PUBLIC DEFENDER hereby accepts such engagement and agrees to provide the services required under this agreement.
2. **SCOPE OF SERVICES:** The PUBLIC DEFENDER shall perform all appropriate services on an as needed basis for the BOROUGH and its Municipal Court, including acting as defense attorney for those persons assigned to the PUBLIC DEFENDER by the Municipal Court.
3. **PAYMENT FOR SERVICES:** The BOROUGH agrees to pay to the PUBLIC DEFENDER for services rendered pursuant to this agreement the sum of \$200 for each court session attended. The PUBLIC DEFENDER shall submit appropriate vouchers on a periodic basis for services rendered.
4. **ENGAGING OTHERS:** Nothing in this agreement shall prohibit the BOROUGH from engaging other public defenders for specific matters if in the opinion of the Mayor and Council such is necessary.
5. **FAIR AND OPEN PROCESS:** This contract is awarded pursuant to a fair and open process pursuant to the provisions of N.J.S.A. 19:44A-20.5, et. seq.
6. **INCORPORATION OF CERTAIN PROVISIONS:**

- A. The parties to this agreement agree to incorporate into same the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Department of the Treasury, pursuant to P.L. 1975, c.127, as amended and supplemented from time to time, and the PUBLIC DEFENDER agrees to fully comply with the terms, provisions and obligations of said regulation, provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said regulations.
- B. The parties to this agreement agree to incorporate into same the mandatory language of section 5.3 of the Regulations promulgated by the Department of the Treasury pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the PUBLIC DEFENDER agrees to comply fully with the terms, provisions and obligations of said regulation.
7. **RIGHT TO RESCIND:** The award of this contract is subject to the BOROUGH'S right to rescind same within thirty (30) days of its issuance should the Mayor and Council determine that the PUBLIC DEFENDER'S services are not performed satisfactorily in accordance with this contract.
8. **COUNTERPARTS:** The parties agree that this contract may be signed in separate counterparts, the effect of which will be the same as if one original were signed by both parties.

IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year affixed next to their respective signatures.

DATE:

BOROUGH OF RIDGEFIELD

Anthony R. Suarez, Mayor

ATTEST:

Linda M. Silvestri,
Borough Clerk

WITNESS:

DATE:

EDANIA C. RONDON, ESQ.

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 3, 2016

Presented by Councilman Castelli

RESOLUTION NO. 94-2016

WHEREAS, there is a need in the Borough of Ridgefield for a Rent Leveling Attorney;
and

WHEREAS, the Borough of Ridgefield previously published a Request for Qualifications for the position of Rent Leveling Attorney; and

WHEREAS, a duly constituted evaluation committee recommended that Anna R. Noris, Esq. be awarded the professional services contract to serve as the Rent Leveling Attorney for calendar year 2016; and

WHEREAS, Anna R. Noris, Esq. was previously appointed Rent Leveling Attorney to the Borough of Ridgefield for calendar year 2016; and

WHEREAS, the Borough now wishes to enter into a professional services agreement with Anna R. Noris, Esq. as required by law;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield as follows:

1. The Mayor and the Borough Clerk be and hereby are authorized and directed to execute the attached Professional Services Agreement with Anna R. Noris, Esq. as required by law.

2. This contract is awarded for the following reasons: There is a need for a Rent Leveling Attorney within the Borough of Ridgefield; the service to be rendered constitutes a professional service as defined by New Jersey law; the Borough did publish a request for qualifications to which the contract recipient responded; and the contract recipient was recommended by the Evaluation Committee of the Mayor and Council to be awarded the professional services agreement as Rent Leveling Attorney.

3. Compensation for this position shall be as set forth in Paragraph 3 of the Professional Services Agreement attached hereto.

4. The within contract has been awarded pursuant to a "fair and open process" pursuant to the provisions of *N.J.S.A. 19:44A-20.4, et. seq.*

5. A notice of this action shall be printed in *The Record*.

6. The award of this contract is subject to the certification of availability of funds by the Borough's Financial Officer.

7. A copy of this Resolution and a copy of the attached contract shall be made available for public inspection as required by law.

COUNCIL VOTE				
	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Acosta	X			
Penabad	X			
Shim	X			
Todd	X			
Vincentz	X			
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri
Borough Clerk

**CONTRACT FOR PROFESSIONAL SERVICES WITH
RENT LEVELING ATTORNEY**

THIS IS A CONTRACT for professional services made by and between the Borough of Ridgefield, County of Bergen, State of New Jersey, hereinafter called the "BOROUGH", and Anna R. Noris, Esq., 412 38th Street, Union City, New Jersey, hereinafter called the "RENT LEVELING ATTORNEY".

WHEREAS, the Mayor and Council of the Borough of Ridgefield previously appointed Anna R. Noris, Esq. as RENT LEVELING ATTORNEY for calendar year 2016; and

WHEREAS, pursuant to law, the Mayor and Council have authorized the Mayor and Borough Clerk to enter into an agreement with the RENT LEVELING ATTORNEY for professional services as RENT LEVELING ATTORNEY without competitive bid; and

WHEREAS, it is desirable and appropriate that the parties enter into a formal contract to memorialize the rights, duties and obligations of the parties;

NOW, THEREFORE, IT IS AGREED by and between the parties, in consideration for the mutual promises and covenants contained herein, as follows:

1. **ENGAGEMENT:** The BOROUGH hereby engages the RENT LEVELING ATTORNEY to serve as Borough RENT LEVELING Attorney for calendar year 2016, or until his/her successor qualifies. The RENT LEVELING ATTORNEY hereby accepts such engagement and agrees to provide the services required under this agreement.
2. **SCOPE OF SERVICES:** The RENT LEVELING ATTORNEY shall perform all appropriate services on an as needed basis for the BOROUGH, including all matters which in the reasonable opinion of the Mayor and Council should be referred to the RENT LEVELING ATTORNEY and all matters which by law and/or tradition should be referred to and handled by the RENT LEVELING ATTORNEY.
3. **PAYMENT FOR SERVICES:** The BOROUGH agrees to pay the RENT LEVELING ATTORNEY for services rendered pursuant to this agreement the sum of \$85.00 per hour and \$125.00 per meeting. The RENT LEVELING ATTORNEY shall submit appropriate vouchers on a periodic basis for services rendered.
4. **ENGAGING OTHERS:** Nothing in this agreement shall prohibit the BOROUGH from engaging other engineers for specific matters if in the opinion of the Mayor and Council such is necessary.
5. **FAIR AND OPEN PROCESS:** This contract is awarded pursuant to a fair and open process pursuant to the provisions of N.J.S.A. 19:44A-20.5, et. seq.

6. INCORPORATION OF CERTAIN PROVISIONS:

- A. The parties to this agreement agree to incorporate into same the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Department of the Treasury, pursuant to P.L. 1975, c.127, as amended and supplemented from time to time, and the RENT LEVELING ATTORNEY agrees to fully comply with the terms, provisions and obligations of said regulation, provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said regulations.
- B. The parties to this agreement agree to incorporate into same the mandatory language of section 5.3 of the Regulations promulgated by the Department of the Treasury pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the RENT LEVELING ATTORNEY agrees to comply fully with the terms, provisions and obligations of said regulation.

- 7. RIGHT TO RESCIND: The award of this contract is subject to the BOROUGH'S right to rescind same within thirty (30) days of its issuance should the Mayor and Council determine that the RENT LEVELING ATTORNEY'S services are not performed satisfactorily in accordance with this contract.
- 8. COUNTERPARTS: The parties agree that this contract may be signed in separate counterparts, the effect of which will be the same as if one original were signed by both parties.

IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year affixed next to their respective signatures.

DATE:

BOROUGH OF RIDGEFIELD

Anthony R. Suarez, Mayor

ATTEST:

Linda M. Silvestri,
Borough Clerk

ANNA R. NORIS, ESQ.

WITNESS:

DATE:

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 3, 2016

Presented by Councilman Castelli

RESOLUTION NO. 95-2016

WHEREAS, there is a need in the Borough of Ridgefield for a Special Counsel; and

WHEREAS, the Borough of Ridgefield previously published a Request for Qualifications for the position of Special Counsel; and

WHEREAS, a duly constituted evaluation committee recommended that Michael J. Breslin, Esq. be awarded the professional services contract to serve as the Special Counsel for calendar year 2016; and

WHEREAS, Michael J. Breslin, Esq. was previously appointed Special Counsel to the Borough of Ridgefield for calendar year 2016; and

WHEREAS, the Borough now wishes to enter into a professional services agreement with Michael J. Breslin, Esq. as required by law;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield as follows:

1. The Mayor and the Borough Clerk be and hereby are authorized and directed to execute the attached Professional Services Agreement with Michael J. Breslin, Esq. as required by law.
2. This contract is awarded for the following reasons: There is a need for a Special Counsel within the Borough of Ridgefield; the service to be rendered constitutes a professional service as defined by New Jersey law; the Borough did publish a request for qualifications to which the contract recipient responded; and the contract recipient was recommended by the Evaluation Committee of the Mayor and Council to be awarded the professional services agreement as Special Counsel.
3. Compensation for this position shall be as set forth in Paragraph 3 of the Professional Services Agreement attached hereto.
4. The within contract has been awarded pursuant to a "fair and open process" pursuant to the provisions of *N.J.S.A. 19:44A-20.4*, et. seq.
5. A notice of this action shall be printed in *The Record*.

6. The award of this contract is subject to the certification of availability of funds by the Borough's Financial Officer.

7. A copy of this Resolution and a copy of the attached contract shall be made available for public inspection as required by law.

COUNCIL VOTE				
	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Acosta	X			
Penabad	X			
Shim	X			
Todd	X			
Vincentz	X			
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri
Borough Clerk

**CONTRACT FOR PROFESSIONAL SERVICES WITH
SPECIAL COUNSEL**

THIS IS A CONTRACT for professional services made by and between the Borough of Ridgefield, County of Bergen, State of New Jersey, hereinafter called the "BOROUGH", and Michael J. Breslin, Esq., having offices at 55 State Street, Hackensack, New Jersey, hereinafter called the "SPECIAL COUNSEL".

WHEREAS, the Mayor and Council of the Borough of Ridgefield previously appointed Michael J. Breslin, Esq. as Special Counsel for calendar year 2016; and

WHEREAS, pursuant to law, the Mayor and Council have authorized the Mayor and Borough Clerk to enter into an agreement with the SPECIAL COUNSEL for professional services as Special Counsel without competitive bid; and

WHEREAS, it is desirable and appropriate that the parties enter into a formal contract to memorialize the rights, duties and obligations of the parties;

NOW, THEREFORE, IT IS AGREED by and between the parties, in consideration for the mutual promises and covenants contained herein, as follows:

1. **ENGAGEMENT:** The BOROUGH hereby engages the SPECIAL COUNSEL to serve as Borough SPECIAL COUNSEL for calendar year 2016, or until her/his successor qualifies. The SPECIAL COUNSEL hereby accepts such engagement and agrees to provide the services required under this agreement.
2. **SCOPE OF SERVICES:** The SPECIAL COUNSEL shall perform all appropriate legal services in connection with BOROUGH matters as shall be assigned to SPECIAL COUNSEL by the Mayor and Council.
3. **PAYMENT FOR SERVICES:** The SPECIAL COUNSEL shall be paid at an hourly rate of \$110.00 for all legal work as assigned to it by the Mayor and Council. The SPECIAL COUNSEL shall submit periodic vouchers with detailed specifications of services performed.
4. **ENGAGING OTHERS:** Nothing in this agreement shall prohibit the BOROUGH from engaging other attorneys for specific matters if in the opinion of the Mayor and Council such is necessary.
5. **FAIR AND OPEN PROCESS:** This contract is awarded pursuant to a fair and open process pursuant to the provisions of N.J.S.A. 19:44A-20.5, et. seq.
6. **INCORPORATION OF CERTAIN PROVISIONS:**
 - A. The parties to this agreement agree to incorporate into same the mandatory language of subsection 3.4(a) of the Regulations promulgated by the

Department of the Treasury, pursuant to P.L. 1975, c.127, as amended and supplemented from time to time, and the SPECIAL COUNSEL agrees to fully comply with the terms, provisions and obligations of said regulation, provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said regulations.

- B. The parties to this agreement agree to incorporate into same the mandatory language of section 5.3 of the Regulations promulgated by the Department of the Treasury pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the SPECIAL COUNSEL agrees to comply fully with the terms, provisions and obligations of said regulation.
7. **RIGHT TO RESCIND:** The award of this contract is subject to the BOROUGH'S right to rescind same within thirty (30) days of its issuance should the Mayor and Council determine that the SPECIAL COUNSEL'S services are not performed satisfactorily in accordance with this contract.
8. **COUNTERPARTS:** The parties agree that this contract may be signed in separate counterparts, the effect of which will be the same as if one original were signed by both parties.

IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year affixed next to their respective signatures.

DATE:

BOROUGH OF RIDGEFIELD

Anthony R. Suarez, Mayor

ATTEST:

Linda M. Silvestri,
Borough Clerk

WITNESS:

DATE:

By: _____
MICHAEL J. BRESLIN, ESQ.

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 3, 2016

Presented by Councilman Castelli

RESOLUTION NO. 96-2016

WHEREAS, there is a need in the Borough of Ridgefield for a Special Counsel; and

WHEREAS, the Borough of Ridgefield previously published a Request for Qualifications for the position of Special Counsel; and

WHEREAS, a duly constituted evaluation committee recommended that Florio Perrucci Steinhardt & Fader, LLC be awarded the professional services contract to serve as the Special Counsel for calendar year 2016; and

WHEREAS, Florio Perrucci Steinhardt & Fader, LLC was previously appointed Special Counsel to the Borough of Ridgefield for calendar year 2016; and

WHEREAS, the Borough now wishes to enter into a professional services agreement with Florio Perrucci Steinhardt & Fader, LLC as required by law;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield as follows:

1. The Mayor and the Borough Clerk be and hereby are authorized and directed to execute the attached Professional Services Agreement with Florio Perrucci Steinhardt & Fader, LLC as required by law.
2. This contract is awarded for the following reasons: There is a need for a Special Counsel within the Borough of Ridgefield; the service to be rendered constitutes a professional service as defined by New Jersey law; the Borough did publish a request for qualifications to which the contract recipient responded; and the contract recipient was recommended by the Evaluation Committee of the Mayor and Council to be awarded the professional services agreement as Special Counsel.
3. Compensation for this position shall be as set forth in Paragraph 3 of the Professional Services Agreement attached hereto.
4. The within contract has been awarded pursuant to a "fair and open process" pursuant to the provisions of *N.J.S.A. 19:44A-20.4*, et. seq.
5. A notice of this action shall be printed in *The Record*.

6. The award of this contract is subject to the certification of availability of funds by the Borough's Financial Officer.

7. A copy of this Resolution and a copy of the attached contract shall be made available for public inspection as required by law.

COUNCIL VOTE				
	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Acosta	X			
Penabad	X			
Shim	X			
Todd	X			
Vincentz	X			
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri
Borough Clerk

**CONTRACT FOR PROFESSIONAL SERVICES WITH
SPECIAL COUNSEL**

THIS IS A CONTRACT for professional services made by and between the Borough of Ridgefield, County of Bergen, State of New Jersey, hereinafter called the "BOROUGH", and Florio Perrucci Steinhardt & Fader, LLC, having offices at 218 Route 17 North, Rochelle Park, New Jersey, hereinafter called the "SPECIAL COUNSEL".

WHEREAS, the Mayor and Council of the Borough of Ridgefield previously appointed Florio Perrucci Steinhardt & Fader, LLC as Special Counsel for calendar year 2016; and

WHEREAS, pursuant to law, the Mayor and Council have authorized the Mayor and Borough Clerk to enter into an agreement with the SPECIAL COUNSEL for professional services as Special Counsel without competitive bid; and

WHEREAS, it is desirable and appropriate that the parties enter into a formal contract to memorialize the rights, duties and obligations of the parties;

NOW, THEREFORE, IT IS AGREED by and between the parties, in consideration for the mutual promises and covenants contained herein, as follows:

1. **ENGAGEMENT:** The BOROUGH hereby engages the SPECIAL COUNSEL to serve as Borough SPECIAL COUNSEL for calendar year 2016, or until her/his successor qualifies. The SPECIAL COUNSEL hereby accepts such engagement and agrees to provide the services required under this agreement.
2. **SCOPE OF SERVICES:** The SPECIAL COUNSEL shall perform all appropriate legal services in connection with BOROUGH matters as shall be assigned to SPECIAL COUNSEL by the Mayor and Council.
3. **PAYMENT FOR SERVICES:** The SPECIAL COUNSEL shall be paid at an hourly rate of \$110.00 for all legal work as assigned to it by the Mayor and Council. The SPECIAL COUNSEL shall submit periodic vouchers with detailed specifications of services performed.
4. **ENGAGING OTHERS:** Nothing in this agreement shall prohibit the BOROUGH from engaging other attorneys for specific matters if in the opinion of the Mayor and Council such is necessary.
5. **FAIR AND OPEN PROCESS:** This contract is awarded pursuant to a fair and open process pursuant to the provisions of N.J.S.A. 19:44A-20.5, et. seq.
6. **INCORPORATION OF CERTAIN PROVISIONS:**
 - A. The parties to this agreement agree to incorporate into same the mandatory language of subsection 3.4(a) of the Regulations promulgated by the

Department of the Treasury, pursuant to P.L. 1975, c.127, as amended and supplemented from time to time, and the SPECIAL COUNSEL agrees to fully comply with the terms, provisions and obligations of said regulation, provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said regulations.

- B. The parties to this agreement agree to incorporate into same the mandatory language of section 5.3 of the Regulations promulgated by the Department of the Treasury pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the SPECIAL COUNSEL agrees to comply fully with the terms, provisions and obligations of said regulation.
7. **RIGHT TO RESCIND:** The award of this contract is subject to the BOROUGH'S right to rescind same within thirty (30) days of its issuance should the Mayor and Council determine that the SPECIAL COUNSEL'S services are not performed satisfactorily in accordance with this contract.
8. **COUNTERPARTS:** The parties agree that this contract may be signed in separate counterparts, the effect of which will be the same as if one original were signed by both parties.

IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year affixed next to their respective signatures.

DATE:

BOROUGH OF RIDGEFIELD

Anthony R. Suarez, Mayor

ATTEST:

Linda M. Silvestri,
Borough Clerk

FLORIO PERRUCCI STEINHARDT &
FADER, LLC

WITNESS:

DATE:

By:_____

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 3, 2016

Presented by Councilman Castelli

RESOLUTION NO. 97-2016

WHEREAS, there is a need in the Borough of Ridgefield for a Special Counsel; and

WHEREAS, the Borough of Ridgefield previously published a Request for Qualifications for the position of Special Counsel; and

WHEREAS, a duly constituted evaluation committee recommended that Gittleman Muhlstock & Chewcaskie, LLP be awarded the professional services contract to serve as the Special Counsel for calendar year 2016; and

WHEREAS, Gittleman Muhlstock & Chewcaskie, LLP was previously appointed Special Counsel to the Borough of Ridgefield for calendar year 2016; and

WHEREAS, the Borough now wishes to enter into a professional services agreement with Gittleman Muhlstock & Chewcaskie, LLP as required by law;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield as follows:

1. The Mayor and the Borough Clerk be and hereby are authorized and directed to execute the attached Professional Services Agreement with Gittleman Muhlstock & Chewcaskie, LLP as required by law.
2. This contract is awarded for the following reasons: There is a need for a Special Counsel within the Borough of Ridgefield; the service to be rendered constitutes a professional service as defined by New Jersey law; the Borough did publish a request for qualifications to which the contract recipient responded; and the contract recipient was recommended by the Evaluation Committee of the Mayor and Council to be awarded the professional services agreement as Special Counsel.
3. Compensation for this position shall be as set forth in Paragraph 3 of the Professional Services Agreement attached hereto.
4. The within contract has been awarded pursuant to a "fair and open process" pursuant to the provisions of *N.J.S.A. 19:44A-20.4*, et. seq.
5. A notice of this action shall be printed in *The Record*.

6. The award of this contract is subject to the certification of availability of funds by the Borough's Financial Officer.

7. A copy of this Resolution and a copy of the attached contract shall be made available for public inspection as required by law.

COUNCIL VOTE				
	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Acosta	X			
Penabad	X			
Shim	X			
Todd	X			
Vincentz	X			
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri
Borough Clerk

CONTRACT FOR PROFESSIONAL SERVICES WITH
SPECIAL COUNSEL

THIS IS A CONTRACT for professional services made by and between the Borough of Ridgefield, County of Bergen, State of New Jersey, hereinafter called the "BOROUGH", and Gittleman Muhlstock & Chewcaskie, LLP, having offices at 2200 Fletcher Avenue, Fort Lee, New Jersey, hereinafter called the "SPECIAL COUNSEL".

WHEREAS, the Mayor and Council of the Borough of Ridgefield previously appointed Gittleman Muhlstock & Chewcaskie, LLP as Special Counsel for calendar year 2016; and

WHEREAS, pursuant to law, the Mayor and Council have authorized the Mayor and Borough Clerk to enter into an agreement with the SPECIAL COUNSEL for professional services as Special Counsel without competitive bid; and

WHEREAS, it is desirable and appropriate that the parties enter into a formal contract to memorialize the rights, duties and obligations of the parties;

NOW, THEREFORE, IT IS AGREED by and between the parties, in consideration for the mutual promises and covenants contained herein, as follows:

1. **ENGAGEMENT:** The BOROUGH hereby engages the SPECIAL COUNSEL to serve as Borough SPECIAL COUNSEL for calendar year 2016, or until her/his successor qualifies. The SPECIAL COUNSEL hereby accepts such engagement and agrees to provide the services required under this agreement.
2. **SCOPE OF SERVICES:** The SPECIAL COUNSEL shall perform all appropriate legal services in connection with BOROUGH matters as shall be assigned to SPECIAL COUNSEL by the Mayor and Council.
3. **PAYMENT FOR SERVICES:** The SPECIAL COUNSEL shall be paid at an hourly rate of \$110.00 for all legal work as assigned to it by the Mayor and Council. The SPECIAL COUNSEL shall submit periodic vouchers with detailed specifications of services performed.
4. **ENGAGING OTHERS:** Nothing in this agreement shall prohibit the BOROUGH from engaging other attorneys for specific matters if in the opinion of the Mayor and Council such is necessary.
5. **FAIR AND OPEN PROCESS:** This contract is awarded pursuant to a fair and open process pursuant to the provisions of N.J.S.A. 19:44A-20.5, et. seq.
6. **INCORPORATION OF CERTAIN PROVISIONS:**
 - A. The parties to this agreement agree to incorporate into same the mandatory language of subsection 3.4(a) of the Regulations promulgated by the

Department of the Treasury, pursuant to P.L. 1975, c.127, as amended and supplemented from time to time, and the SPECIAL COUNSEL agrees to fully comply with the terms, provisions and obligations of said regulation, provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said regulations.

- B. The parties to this agreement agree to incorporate into same the mandatory language of section 5.3 of the Regulations promulgated by the Department of the Treasury pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the SPECIAL COUNSEL agrees to comply fully with the terms, provisions and obligations of said regulation.
7. **RIGHT TO RESCIND:** The award of this contract is subject to the BOROUGH'S right to rescind same within thirty (30) days of its issuance should the Mayor and Council determine that the SPECIAL COUNSEL'S services are not performed satisfactorily in accordance with this contract.
8. **COUNTERPARTS:** The parties agree that this contract may be signed in separate counterparts, the effect of which will be the same as if one original were signed by both parties.

IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year affixed next to their respective signatures.

DATE:

BOROUGH OF RIDGEFIELD

Anthony R. Suarez, Mayor

ATTEST:

Linda M. Silvestri,
Borough Clerk

GITTLEMAN MUHLSTOCK &
CHEWCASKIE, LLP

WITNESS:

DATE:

By:_____

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 3, 2016

Presented by Councilman Castelli

RESOLUTION NO. 98-2016

WHEREAS, there is a need in the Borough of Ridgefield for a Special Counsel; and

WHEREAS, the Borough of Ridgefield previously published a Request for Qualifications for the position of Special Counsel; and

WHEREAS, a duly constituted evaluation committee recommended that Weiner Lesniak, LLP be awarded the professional services contract to serve as the Special Counsel for calendar year 2016; and

WHEREAS, Weiner Lesniak, LLP was previously appointed Special Counsel to the Borough of Ridgefield for calendar year 2016; and

WHEREAS, the Borough now wishes to enter into a professional services agreement with Weiner Lesniak, LLP as required by law;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield as follows:

1. The Mayor and the Borough Clerk be and hereby are authorized and directed to execute the attached Professional Services Agreement with Weiner Lesniak, LLP as required by law.
2. This contract is awarded for the following reasons: There is a need for a Special Counsel within the Borough of Ridgefield; the service to be rendered constitutes a professional service as defined by New Jersey law; the Borough did publish a request for qualifications to which the contract recipient responded; and the contract recipient was recommended by the Evaluation Committee of the Mayor and Council to be awarded the professional services agreement as Special Counsel.
3. Compensation for this position shall be as set forth in Paragraph 3 of the Professional Services Agreement attached hereto.
4. The within contract has been awarded pursuant to a "fair and open process" pursuant to the provisions of *N.J.S.A. 19:44A-20.4*, et. seq.
5. A notice of this action shall be printed in *The Record*.

6. The award of this contract is subject to the certification of availability of funds by the Borough's Financial Officer.

7. A copy of this Resolution and a copy of the attached contract shall be made available for public inspection as required by law.

COUNCIL VOTE				
	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Acosta	X			
Penabad	X			
Shim	X			
Todd	X			
Vincentz	X			
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri
Borough Clerk

**CONTRACT FOR PROFESSIONAL SERVICES WITH
SPECIAL COUNSEL**

THIS IS A CONTRACT for professional services made by and between the Borough of Ridgefield, County of Bergen, State of New Jersey, hereinafter called the "BOROUGH", and Weiner Lesniak, LLP, having offices at 629 Parsippany Road, Parsippany, New Jersey, hereinafter called the "SPECIAL COUNSEL".

WHEREAS, the Mayor and Council of the Borough of Ridgefield previously appointed Weiner Lesniak, LLP as Special Counsel for calendar year 2016; and

WHEREAS, pursuant to law, the Mayor and Council have authorized the Mayor and Borough Clerk to enter into an agreement with the SPECIAL COUNSEL for professional services as Special Counsel without competitive bid; and

WHEREAS, it is desirable and appropriate that the parties enter into a formal contract to memorialize the rights, duties and obligations of the parties;

NOW, THEREFORE, IT IS AGREED by and between the parties, in consideration for the mutual promises and covenants contained herein, as follows:

1. **ENGAGEMENT:** The BOROUGH hereby engages the SPECIAL COUNSEL to serve as Borough SPECIAL COUNSEL for calendar year 2016, or until her/his successor qualifies. The SPECIAL COUNSEL hereby accepts such engagement and agrees to provide the services required under this agreement.
2. **SCOPE OF SERVICES:** The SPECIAL COUNSEL shall perform all appropriate legal services in connection with BOROUGH matters as shall be assigned to SPECIAL COUNSEL by the Mayor and Council.
3. **PAYMENT FOR SERVICES:** The SPECIAL COUNSEL shall be paid at an hourly rate of \$110.00 for all legal work as assigned to it by the Mayor and Council. The SPECIAL COUNSEL shall submit periodic vouchers with detailed specifications of services performed.
4. **ENGAGING OTHERS:** Nothing in this agreement shall prohibit the BOROUGH from engaging other attorneys for specific matters if in the opinion of the Mayor and Council such is necessary.
5. **FAIR AND OPEN PROCESS:** This contract is awarded pursuant to a fair and open process pursuant to the provisions of N.J.S.A. 19:44A-20.5, et. seq.
6. **INCORPORATION OF CERTAIN PROVISIONS:**
 - A. The parties to this agreement agree to incorporate into same the mandatory language of subsection 3.4(a) of the Regulations promulgated by the

Department of the Treasury, pursuant to P.L. 1975, c.127, as amended and supplemented from time to time, and the SPECIAL COUNSEL agrees to fully comply with the terms, provisions and obligations of said regulation, provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said regulations.

- B. The parties to this agreement agree to incorporate into same the mandatory language of section 5.3 of the Regulations promulgated by the Department of the Treasury pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the SPECIAL COUNSEL agrees to comply fully with the terms, provisions and obligations of said regulation.
7. **RIGHT TO RESCIND:** The award of this contract is subject to the BOROUGH'S right to rescind same within thirty (30) days of its issuance should the Mayor and Council determine that the SPECIAL COUNSEL'S services are not performed satisfactorily in accordance with this contract.
8. **COUNTERPARTS:** The parties agree that this contract may be signed in separate counterparts, the effect of which will be the same as if one original were signed by both parties.

IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year affixed next to their respective signatures.

DATE:

BOROUGH OF RIDGEFIELD

Anthony R. Suarez, Mayor

ATTEST:

Linda M. Silvestri,
Borough Clerk

WEINER LESNIAK, LLP

WITNESS:

DATE:

By:_____

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 3, 2016

Presented by Councilman Castelli

RESOLUTION NO. 99-2016

WHEREAS, there is a need in the Borough of Ridgefield for a Special Projects Engineer;
and

WHEREAS, the Borough of Ridgefield previously published a Request for Qualifications
for the position of Special Projects Engineer; and

WHEREAS, a duly constituted evaluation committee recommended that Carroll
Engineering Corporation be awarded the professional services contract to serve as the Special
Projects Engineer for calendar year 2016; and

WHEREAS, Carroll Engineering Corporation was previously appointed Special Projects
Engineer to the Borough of Ridgefield for calendar year 2016; and

WHEREAS, the Borough now wishes to enter into a professional services agreement
with Carroll Engineering Corporation as required by law;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of
Ridgefield as follows:

1. The Mayor and the Borough Clerk be and hereby are authorized and directed to
execute the attached Professional Services Agreement with Carroll Engineering Corporation as
required by law.

2. This contract is awarded for the following reasons: There is a need for a Special
Projects Engineer within the Borough of Ridgefield; the service to be rendered constitutes a
professional service as defined by New Jersey law; the Borough did publish a request for
qualifications to which the contract recipient responded; and the contract recipient was
recommended by the Evaluation Committee of the Mayor and Council to be awarded the
professional services agreement as Special Projects Engineer.

3. Compensation for this position shall be as set forth in Paragraph 3 of the
Professional Services Agreement attached hereto.

4. The within contract has been awarded pursuant to a "fair and open process"
pursuant to the provisions of *N.J.S.A. 19:44A-20.4*, et. seq.

5. A notice of this action shall be printed in *The Record*.

6. The award of this contract is subject to the certification of availability of funds by the Borough's Financial Officer.

7. A copy of this Resolution and a copy of the attached contract shall be made available for public inspection as required by law.

COUNCIL VOTE				
	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Acosta	X			
Penabad	X			
Shim	X			
Todd	X			
Vincentz	X			
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri
Borough Clerk

**CONTRACT FOR PROFESSIONAL SERVICES WITH
SPECIAL PROJECTS ENGINEER**

THIS IS A CONTRACT for professional services made by and between the Borough of Ridgefield, County of Bergen, State of New Jersey, hereinafter called the "BOROUGH", and Carroll Engineering Corporation, 105 Raider Boulevard, #206, Hillsborough, New Jersey, hereinafter called the "SPECIAL PROJECTS ENGINEER".

WHEREAS, the Mayor and Council of the Borough of Ridgefield previously appointed Carroll Engineering Corporation as Special Projects Engineer for calendar year 2016; and

WHEREAS, pursuant to law, the Mayor and Council have authorized the Mayor and Borough Clerk to enter into an agreement with the SPECIAL PROJECTS ENGINEER for professional services as Special Projects Engineer without competitive bid; and

WHEREAS, it is desirable and appropriate that the parties enter into a formal contract to memorialize the rights, duties and obligations of the parties;

NOW, THEREFORE, IT IS AGREED by and between the parties, in consideration for the mutual promises and covenants contained herein, as follows:

1. **ENGAGEMENT:** The BOROUGH hereby engages the SPECIAL PROJECTS ENGINEER to serve as SPECIAL PROJECTS ENGINEER for calendar year 2016, or until her/his successor qualifies. The SPECIAL PROJECTS ENGINEER hereby accepts such engagement and agrees to provide the services required under this agreement.
2. **SCOPE OF SERVICES:** The SPECIAL PROJECTS ENGINEER shall perform all appropriate engineering, surveying, planning and other related services for the BOROUGH, including all matters which in the reasonable opinion of the Mayor and Council should be referred to the SPECIAL PROJECTS ENGINEER and all matters which by law and/or tradition should be referred to and handled by the SPECIAL PROJECTS ENGINEER.
3. **PAYMENT FOR SERVICES:** The SPECIAL PROJECT ENGINEER will be compensated based on the hourly rates specified below, or upon a flat fee proposal/award for a given project.
4. **HOURLY RATES:** For those projects not covered by the monthly retainer, in other words, matters which by law or tradition are not referred to and handled by the SPECIAL PROJECTS ENGINEER, and when directed to the SPECIAL PROJECTS ENGINEER by the Mayor and Council shall be billed at the following rates:

Senior Engineer:	\$140.00
Licensed Professional:	\$125.00

Senior Designer:	\$110.00
Senior Construction Inspector:	\$105.00
Construction Inspector:	\$90.00
Technician:	\$80.00
Survey Crew (2 person):	\$160.00

5. **ENGAGING OTHERS:** Nothing in this agreement shall prohibit the BOROUGH from engaging other engineers for specific matters if in the opinion of the Mayor and Council such is necessary.
6. **FAIR AND OPEN PROCESS:** This contract is awarded pursuant to a fair and open process pursuant to the provisions of N.J.S.A. 19:44A-20.5, et. seq.
7. **INCORPORATION OF CERTAIN PROVISIONS:**
 - A. The parties to this agreement agree to incorporate into same the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Department of the Treasury, pursuant to P.L. 1975, c.127, as amended and supplemented from time to time, and the SPECIAL PROJECTS ENGINEER agrees to fully comply with the terms, provisions and obligations of said regulation, provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said regulations.
 - B. The parties to this agreement agree to incorporate into same the mandatory language of section 5.3 of the Regulations promulgated by the Department of the Treasury pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the SPECIAL PROJECTS ENGINEER agrees to comply fully with the terms, provisions and obligations of said regulation.
8. **RIGHT TO RESCIND:** The award of this contract is subject to the BOROUGH'S right to rescind same within thirty (30) days of its issuance should the Mayor and Council determine that the SPECIAL PROJECT ENGINEER'S services are not performed satisfactorily in accordance with this contract.
9. **COUNTERPARTS:** The parties agree that this contract may be signed in separate counterparts, the effect of which will be the same as if one original were signed by both parties.

IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year affixed next to their respective signatures.

DATE:

BOROUGH OF RIDGEFIELD

Anthony R. Suarez, Mayor

ATTEST:

Linda M. Silvestri, Borough Clerk

CARROLL ENGINEERING
CORPORATION

WITNESS:

DATE:

By:_____

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 3, 2016

Presented by Councilman Castelli

RESOLUTION NO. 100-2016

WHEREAS, there is a need in the Borough of Ridgefield for a Special Projects Engineer;
and

WHEREAS, the Borough of Ridgefield previously published a Request for Qualifications
for the position of Special Projects Engineer; and

WHEREAS, a duly constituted evaluation committee recommended that Maser
Consulting be awarded the professional services contract to serve as the Special Projects
Engineer for calendar year 2016; and

WHEREAS, Maser Consulting was previously appointed Special Projects Engineer to the
Borough of Ridgefield for calendar year 2016; and

WHEREAS, the Borough now wishes to enter into a professional services agreement
with Maser Consulting as required by law;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of
Ridgefield as follows:

1. The Mayor and the Borough Clerk be and hereby are authorized and directed to
execute the attached Professional Services Agreement with Maser Consulting as required by law.

2. This contract is awarded for the following reasons: There is a need for a Special
Projects Engineer within the Borough of Ridgefield; the service to be rendered constitutes a
professional service as defined by New Jersey law; the Borough did publish a request for
qualifications to which the contract recipient responded; and the contract recipient was
recommended by the Evaluation Committee of the Mayor and Council to be awarded the
professional services agreement as Special Projects Engineer.

3. Compensation for this position shall be as set forth in Paragraph 3 of the
Professional Services Agreement attached hereto.

4. The within contract has been awarded pursuant to a "fair and open process"
pursuant to the provisions of *N.J.S.A. 19:44A-20.4*, et. seq.

5. A notice of this action shall be printed in *The Record*.

6. The award of this contract is subject to the certification of availability of funds by the Borough's Financial Officer.

7. A copy of this Resolution and a copy of the attached contract shall be made available for public inspection as required by law.

COUNCIL VOTE				
	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Acosta	X			
Penabad	X			
Shim	X			
Todd	X			
Vincentz	X			
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri
Borough Clerk

**CONTRACT FOR PROFESSIONAL SERVICES WITH
SPECIAL PROJECTS ENGINEER**

THIS IS A CONTRACT for professional services made by and between the Borough of Ridgefield, County of Bergen, State of New Jersey, hereinafter called the "BOROUGH", and Maser Consulting, 400 Valley Road, Suite 304, Mount Arlington, New Jersey, hereinafter called the "SPECIAL PROJECTS ENGINEER".

WHEREAS, the Mayor and Council of the Borough of Ridgefield previously appointed Maser Consulting as Special Projects Engineer for calendar year 2016; and

WHEREAS, pursuant to law, the Mayor and Council have authorized the Mayor and Borough Clerk to enter into an agreement with the SPECIAL PROJECTS ENGINEER for professional services as Special Projects Engineer without competitive bid; and

WHEREAS, it is desirable and appropriate that the parties enter into a formal contract to memorialize the rights, duties and obligations of the parties;

NOW, THEREFORE, IT IS AGREED by and between the parties, in consideration for the mutual promises and covenants contained herein, as follows:

1. **ENGAGEMENT:** The BOROUGH hereby engages the SPECIAL PROJECTS ENGINEER to serve as SPECIAL PROJECTS ENGINEER for calendar year 2016, or until her/his successor qualifies. The SPECIAL PROJECTS ENGINEER hereby accepts such engagement and agrees to provide the services required under this agreement.
2. **SCOPE OF SERVICES:** The SPECIAL PROJECTS ENGINEER shall perform all appropriate engineering, surveying, planning and other related services for the BOROUGH, including all matters which in the reasonable opinion of the Mayor and Council should be referred to the SPECIAL PROJECTS ENGINEER and all matters which by law and/or tradition should be referred to and handled by the SPECIAL PROJECTS ENGINEER.
3. **PAYMENT FOR SERVICES:** The SPECIAL PROJECT ENGINEER will be compensated based on the hourly rates specified below, or upon a flat fee proposal/award for a given project.
4. **HOURLY RATES:** For those projects not covered by the monthly retainer, in other words, matters which by law or tradition are not referred to and handled by the SPECIAL PROJECTS ENGINEER, and when directed to the SPECIAL PROJECTS ENGINEER by the Mayor and Council shall be billed at the following rates:

Senior Engineer:	\$140.00
Licensed Professional:	\$125.00

Senior Designer:	\$110.00
Senior Construction Inspector:	\$105.00
Construction Inspector:	\$90.00
Technician:	\$80.00
Survey Crew (2 person):	\$160.00

5. **ENGAGING OTHERS:** Nothing in this agreement shall prohibit the BOROUGH from engaging other engineers for specific matters if in the opinion of the Mayor and Council such is necessary.
6. **FAIR AND OPEN PROCESS:** This contract is awarded pursuant to a fair and open process pursuant to the provisions of N.J.S.A. 19:44A-20.5, et. seq.
7. **INCORPORATION OF CERTAIN PROVISIONS:**
 - A. The parties to this agreement agree to incorporate into same the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Department of the Treasury, pursuant to P.L. 1975, c.127, as amended and supplemented from time to time, and the SPECIAL PROJECTS ENGINEER agrees to fully comply with the terms, provisions and obligations of said regulation, provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said regulations.
 - B. The parties to this agreement agree to incorporate into same the mandatory language of section 5.3 of the Regulations promulgated by the Department of the Treasury pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the SPECIAL PROJECTS ENGINEER agrees to comply fully with the terms, provisions and obligations of said regulation.
8. **RIGHT TO RESCIND:** The award of this contract is subject to the BOROUGH'S right to rescind same within thirty (30) days of its issuance should the Mayor and Council determine that the SPECIAL PROJECT ENGINEER'S services are not performed satisfactorily in accordance with this contract.
9. **COUNTERPARTS:** The parties agree that this contract may be signed in separate counterparts, the effect of which will be the same as if one original were signed by both parties.

IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year affixed next to their respective signatures.

DATE:

BOROUGH OF RIDGEFIELD

Anthony R. Suarez, Mayor

ATTEST:

Linda M. Silvestri, Borough Clerk

MASER CONSULTING

WITNESS:

DATE:

By:_____
Andrew Hipolit, Senior Principal

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 3, 2016

Presented by Councilman Castelli

RESOLUTION NO. 101-2016

WHEREAS, there is a need in the Borough of Ridgefield for a Special Projects Engineer;
and

WHEREAS, the Borough of Ridgefield previously published a Request for Qualifications
for the position of Special Projects Engineer; and

WHEREAS, a duly constituted evaluation committee recommended that Remington
Vernick & Arango Engineers be awarded the professional services contract to serve as the
Special Projects Engineer for calendar year 2016; and

WHEREAS, Remington Vernick & Arango Engineers was previously appointed Special
Projects Engineer to the Borough of Ridgefield for calendar year 2016; and

WHEREAS, the Borough now wishes to enter into a professional services agreement
with Remington Vernick & Arango Engineers as required by law;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of
Ridgefield as follows:

1. The Mayor and the Borough Clerk be and hereby are authorized and directed to
execute the attached Professional Services Agreement with Remington Vernick & Arango
Engineers as required by law.

2. This contract is awarded for the following reasons: There is a need for a Special
Projects Engineer within the Borough of Ridgefield; the service to be rendered constitutes a
professional service as defined by New Jersey law; the Borough did publish a request for
qualifications to which the contract recipient responded; and the contract recipient was
recommended by the Evaluation Committee of the Mayor and Council to be awarded the
professional services agreement as Special Projects Engineer.

3. Compensation for this position shall be as set forth in Paragraph 3 of the
Professional Services Agreement attached hereto.

4. The within contract has been awarded pursuant to a "fair and open process"
pursuant to the provisions of *N.J.S.A. 19:44A-20.4*, et. seq.

5. A notice of this action shall be printed in *The Record*.

6. The award of this contract is subject to the certification of availability of funds by the Borough's Financial Officer.

7. A copy of this Resolution and a copy of the attached contract shall be made available for public inspection as required by law.

COUNCIL VOTE				
	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Acosta	X			
Penabad	X			
Shim	X			
Todd	X			
Vincentz	X			
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri
Borough Clerk

**CONTRACT FOR PROFESSIONAL SERVICES WITH
SPECIAL PROJECTS ENGINEER**

THIS IS A CONTRACT for professional services made by and between the Borough of Ridgefield, County of Bergen, State of New Jersey, hereinafter called the "BOROUGH", and Remington Vernick & Arango Engineers, 300 Penhorn Avenue, 3rd Floor, Secaucus, New Jersey, hereinafter called the "SPECIAL PROJECTS ENGINEER".

WHEREAS, the Mayor and Council of the Borough of Ridgefield previously appointed Remington Vernick & Arango Engineers as Special Projects Engineer for calendar year 2016; and

WHEREAS, pursuant to law, the Mayor and Council have authorized the Mayor and Borough Clerk to enter into an agreement with the SPECIAL PROJECTS ENGINEER for professional services as Special Projects Engineer without competitive bid; and

WHEREAS, it is desirable and appropriate that the parties enter into a formal contract to memorialize the rights, duties and obligations of the parties;

NOW, THEREFORE, IT IS AGREED by and between the parties, in consideration for the mutual promises and covenants contained herein, as follows:

1. **ENGAGEMENT:** The BOROUGH hereby engages the SPECIAL PROJECTS ENGINEER to serve as SPECIAL PROJECTS ENGINEER for calendar year 2016, or until her/his successor qualifies. The SPECIAL PROJECTS ENGINEER hereby accepts such engagement and agrees to provide the services required under this agreement.
2. **SCOPE OF SERVICES:** The SPECIAL PROJECTS ENGINEER shall perform all appropriate engineering, surveying, planning and other related services for the BOROUGH, including all matters which in the reasonable opinion of the Mayor and Council should be referred to the SPECIAL PROJECTS ENGINEER and all matters which by law and/or tradition should be referred to and handled by the SPECIAL PROJECTS ENGINEER.
3. **PAYMENT FOR SERVICES:** The SPECIAL PROJECT ENGINEER will be compensated based on the hourly rates specified below, or upon a flat fee proposal/award for a given project.
4. **HOURLY RATES:** For those projects not covered by the monthly retainer, in other words, matters which by law or tradition are not referred to and handled by the SPECIAL PROJECTS ENGINEER, and when directed to the SPECIAL PROJECTS ENGINEER by the Mayor and Council shall be billed at the following rates:

Senior Engineer:	\$140.00
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Licensed Professional:	\$125.00
Senior Designer:	\$110.00
Senior Construction Inspector:	\$105.00
Construction Inspector:	\$90.00
Technician:	\$80.00
Survey Crew (2 person):	\$160.00

5. **ENGAGING OTHERS:** Nothing in this agreement shall prohibit the BOROUGH from engaging other engineers for specific matters if in the opinion of the Mayor and Council such is necessary.
6. **FAIR AND OPEN PROCESS:** This contract is awarded pursuant to a fair and open process pursuant to the provisions of N.J.S.A. 19:44A-20.5, et. seq.
7. **INCORPORATION OF CERTAIN PROVISIONS:**
 - A. The parties to this agreement agree to incorporate into same the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Department of the Treasury, pursuant to P.L. 1975, c.127, as amended and supplemented from time to time, and the SPECIAL PROJECTS ENGINEER agrees to fully comply with the terms, provisions and obligations of said regulation, provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said regulations.
 - B. The parties to this agreement agree to incorporate into same the mandatory language of section 5.3 of the Regulations promulgated by the Department of the Treasury pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the SPECIAL PROJECTS ENGINEER agrees to comply fully with the terms, provisions and obligations of said regulation.
8. **RIGHT TO RESCIND:** The award of this contract is subject to the BOROUGH'S right to rescind same within thirty (30) days of its issuance should the Mayor and Council determine that the SPECIAL PROJECT ENGINEER'S services are not performed satisfactorily in accordance with this contract.
9. **COUNTERPARTS:** The parties agree that this contract may be signed in separate counterparts, the effect of which will be the same as if one original were signed by both parties.

IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year affixed next to their respective signatures.

DATE:

BOROUGH OF RIDGEFIELD

Anthony R. Suarez, Mayor

ATTEST:

Linda M. Silvestri, Borough Clerk

REMINGTON VERNICK & ARANGO
ENGINEERS

WITNESS:

DATE:

By:_____

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 3, 2016

Presented by Councilman Castelli

RESOLUTION NO. 102-2016

WHEREAS, there is a need in the Borough of Ridgefield for a Substitute Prosecutor; and

WHEREAS, the Borough of Ridgefield previously published a Request for Qualifications for the position of Substitute Prosecutor; and

WHEREAS, a duly constituted evaluation committee recommended that Ronald A. Dario, Esq. of Dario Albert Metz & Eyerman, LLC be awarded the professional services contract to serve as the Substitute Prosecutor for calendar year 2016; and

WHEREAS, Ronald A. Dario, Esq. of Dario Albert Metz & Eyerman, LLC was previously appointed Substitute Prosecutor to the Borough of Ridgefield for calendar year 2016; and

WHEREAS, the Borough now wishes to enter into a professional services agreement with Ronald A. Dario, Esq. of Dario Albert Metz & Eyerman, LLC as required by law;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield as follows:

1. The Mayor and the Borough Clerk be and hereby are authorized and directed to execute the attached Professional Services Agreement with Ronald A. Dario, Esq. of Dario Albert Metz & Eyerman, LLC as required by law.

2. This contract is awarded for the following reasons: There is a need for a Substitute Prosecutor within the Borough of Ridgefield; the service to be rendered constitutes a professional service as defined by New Jersey law; the Borough did publish a request for qualifications to which the contract recipient responded; and the contract recipient was recommended by the Evaluation Committee of the Mayor and Council to be awarded the professional services agreement as Substitute Prosecutor.

3. Compensation for this position shall be as set forth in Paragraph 3 of the Professional Services Agreement attached hereto.

4. The within contract has been awarded pursuant to a "fair and open process" pursuant to the provisions of *N.J.S.A. 19:44A-20.4, et. seq.*

5. A notice of this action shall be printed in *The Record*.

6. The award of this contract is subject to the certification of availability of funds by the Borough's Financial Officer.

7. A copy of this Resolution and a copy of the attached contract shall be made available for public inspection as required by law.

COUNCIL VOTE				
	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Acosta	X			
Penabad	X			
Shim	X			
Todd	X			
Vincentz	X			
Mayor Suarez				

Approved:

Attest:

Russell Castelli, Council President

Linda M. Silvestri
Borough Clerk

**CONTRACT FOR PROFESSIONAL SERVICES WITH
SUBSTITUTE BOROUGH PROSECUTOR**

THIS IS A CONTRACT for professional services made by and between the Borough of Ridgefield, County of Bergen, State of New Jersey, hereinafter called the "BOROUGH", and Ronald A. Dario, Esq. of Dario Albert Metz & Eyerman, LLC, having offices at 345 Union Avenue, Hackensack, New Jersey, hereinafter called the "SUBSTITUTE PROSECUTOR".

WHEREAS, the Mayor and Council of the Borough of Ridgefield previously appointed Ronald A. Dario, Esq. of Dario Albert Metz & Eyerman, LLC as Substitute Prosecutor for calendar year 2016; and

WHEREAS, pursuant to law, the Mayor and Council have authorized the Mayor and Borough Clerk to enter into an agreement with the SUBSTITUTE PROSECUTOR for professional services as Substitute Prosecutor without competitive bid; and

WHEREAS, it is desirable and appropriate that the parties enter into a formal contract to memorialize the rights, duties and obligations of the parties;

NOW, THEREFORE, IT IS AGREED by and between the parties, in consideration for the mutual promises and covenants contained herein, as follows:

1. **ENGAGEMENT:** The BOROUGH hereby engages the SUBSTITUTE PROSECUTOR to serve as SUBSTITUTE PROSECUTOR for calendar year 2016, or until her/his successor qualifies. The SUBSTITUTE PROSECUTOR hereby accepts such engagement and agrees to provide the services required under this agreement.
2. **SCOPE OF SERVICES:** The SUBSTITUTE PROSECUTOR shall perform all appropriate services on an as needed basis for the BOROUGH in order to serve as the SUBSTITUTE PROSECUTOR. This means that when the PROSECUTOR is unable to serve or act in a given case or at a given court session, the SUBSTITUTE PROSECUTOR will be engaged to serve as prosecutor for that case or cases.
3. **PAYMENT FOR SERVICES:** The BOROUGH has agreed to pay the total compensation package of \$12,500.00 to the PROSECUTOR. When the PROSECUTOR is unable to be serve, the SUBSTITUTE PROSECUTOR and PROSECUTOR will work out between them payment arrangements so that the BOROUGH will not be obligated for additional pay to the SUBSTITUTE PROSECUTOR.
4. **ENGAGING OTHERS:** Nothing in this agreement shall prohibit the BOROUGH from engaging other prosecutors for specific matters if in the opinion of the Mayor and Council such is necessary.

5. FAIR AND OPEN PROCESS: This contract is awarded pursuant to a fair and open process pursuant to the provisions of N.J.S.A. 19:44A-20.5, et. seq.
6. INCORPORATION OF CERTAIN PROVISIONS:
 - A. The parties to this agreement agree to incorporate into same the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Department of the Treasury, pursuant to P.L. 1975, c.127, as amended and supplemented from time to time, and the SUBSTITUTE PROSECUTOR agrees to fully comply with the terms, provisions and obligations of said regulation, provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said regulations.
 - B. The parties to this agreement agree to incorporate into same the mandatory language of section 5.3 of the Regulations promulgated by the Department of the Treasury pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the SUBSTITUTE PROSECUTOR agrees to comply fully with the terms, provisions and obligations of said regulation.
7. RIGHT TO RESCIND: The award of this contract is subject to the BOROUGH'S right to rescind same within thirty (30) days of its issuance should the Mayor and Council determine that the SUBSTITUTE PROSECUTOR'S services are not performed satisfactorily in accordance with this contract.
8. COUNTERPARTS: The parties that this contract may be signed in separate counterparts, the effect of which, will be the same as if one original were signed by both parties.

IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year affixed next to their respective signatures.

DATE:

BOROUGH OF RIDGEFIELD

Anthony R. Suarez, Mayor

ATTEST:

Linda M. Silvestri,
Borough Clerk

DARIO ALBERT METZ &
EYERMAN, LLC

WITNESS:

DATE:

By: _____
Ronald A. Dario, Esq.

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 3, 2016

Presented by Councilman Castelli

RESOLUTION NO. 103-2016

WHEREAS, there is a need in the Borough of Ridgefield for a Substitute Public Defender; and

WHEREAS, the Borough of Ridgefield previously published a Request for Qualifications for the position of Substitute Public Defender; and

WHEREAS, a duly constituted evaluation committee recommended that Gloria Oh, Esq. be awarded the professional services contract to serve as the Substitute Public Defender for calendar year 2016; and

WHEREAS, Gloria Oh, Esq. was previously appointed Substitute Public Defender to the Borough of Ridgefield for calendar year 2016; and

WHEREAS, the Borough now wishes to enter into a professional services agreement with Gloria Oh, Esq. as required by law;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield as follows:

1. The Mayor and the Borough Clerk be and hereby are authorized and directed to execute the attached Professional Services Agreement with Gloria Oh, Esq. as required by law.
2. This contract is awarded for the following reasons: There is a need for a Substitute Public Defender within the Borough of Ridgefield; the service to be rendered constitutes a professional service as defined by New Jersey law; the Borough did publish a request for qualifications to which the contract recipient responded; and the contract recipient was recommended by the Evaluation Committee of the Mayor and Council to be awarded the professional services agreement as Substitute Public Defender.
3. Compensation for this position shall be as set forth in Paragraph 3 of the Professional Services Agreement attached hereto.
4. The within contract has been awarded pursuant to a "fair and open process" pursuant to the provisions of *N.J.S.A. 19:44A-20.4*, et. seq.
5. A notice of this action shall be printed in *The Record*.

6. The award of this contract is subject to the certification of availability of funds by the Borough's Financial Officer.

7. A copy of this Resolution and a copy of the attached contract shall be made available for public inspection as required by law.

COUNCIL VOTE				
	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Acosta	X			
Penabad	X			
Shim	X			
Todd	X			
Vincentz	X			
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri
Borough Clerk

CONTRACT FOR PROFESSIONAL SERVICES WITH
SUBSTITUTE PUBLIC DEFENDER

THIS IS A CONTRACT for professional services made by and between the Borough of Ridgefield, County of Bergen, State of New Jersey, hereinafter called the "BOROUGH", and Gloria Oh, having offices at 210 Sylvan Avenue, Englewood Cliffs, New Jersey, hereinafter called the "SUBSTITUTE PUBLIC DEFENDER".

WHEREAS, the Mayor and Council of the Borough of Ridgefield previously appointed Gloria Oh, Esq. as Substitute Public Defender for calendar year 2016; and

WHEREAS, pursuant to law, the Mayor and Council have authorized the Mayor and Borough Clerk to enter into an agreement with the SUBSTITUTE PUBLIC DEFENDER for professional services as Substitute Public Defender without competitive bid; and

WHEREAS, it is desirable and appropriate that the parties enter into a formal contract to memorialize the rights, duties and obligations of the parties;

NOW, THEREFORE, IT IS AGREED by and between the parties, in consideration for the mutual promises and covenants contained herein, as follows:

1. **ENGAGEMENT:** The BOROUGH hereby engages the SUBSTITUTE PUBLIC DEFENDER to serve as Borough SUBSTITUTE PUBLIC DEFENDER for calendar year 2016, or until her/his successor qualifies. The SUBSTITUTE PUBLIC DEFENDER hereby accepts such engagement and agrees to provide the services required under this agreement.
2. **SCOPE OF SERVICES:** The SUBSTITUTE PUBLIC DEFENDER shall perform all appropriate services on an as needed basis for the BOROUGH and its Municipal Court, including acting as defense attorney for those persons assigned to the PUBLIC DEFENDER by the Municipal Court, where the PUBLIC DEFENDER is unable to serve.
3. **PAYMENT FOR SERVICES:** The BOROUGH agrees to pay to the SUBSTITUTE PUBLIC DEFENDER for services rendered pursuant to this agreement the sum of \$200.00 for each court session attended. The SUBSTITUTE PUBLIC DEFENDER shall submit appropriate vouchers on a periodic basis for services rendered.
4. **ENGAGING OTHERS:** Nothing in this agreement shall prohibit the BOROUGH from engaging other public defenders for specific matters if in the opinion of the Mayor and Council such is necessary.
5. **FAIR AND OPEN PROCESS:** This contract is awarded pursuant to a fair and open process pursuant to the provisions of N.J.S.A. 19:44A-20.5, et. seq.

6. INCORPORATION OF CERTAIN PROVISIONS:

- A. The parties to this agreement agree to incorporate into same the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Department of the Treasury, pursuant to P.L. 1975, c.127, as amended and supplemented from time to time, and the SUBSTITUTE PUBLIC DEFENDER agrees to fully comply with the terms, provisions and obligations of said regulation, provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said regulations.
- B. The parties to this agreement agree to incorporate into same the mandatory language of section 5.3 of the Regulations promulgated by the Department of the Treasury pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the SUBSTITUTE PUBLIC DEFENDER agrees to comply fully with the terms, provisions and obligations of said regulation.

7. RIGHT TO RESCIND: The award of this contract is subject to the BOROUGH'S right to rescind same within thirty (30) days of its issuance should the Mayor and Council determine that the SUBSTITUTE PUBLIC DEFENDER'S services are not performed satisfactorily in accordance with this contract.

8. COUNTERPARTS: The parties agree that this contract may be signed in separate counterparts, the effect of which will be the same as if one original were signed by both parties.

IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year affixed next to their respective signatures.

DATE:

BOROUGH OF RIDGEFIELD

Anthony R. Suarez, Mayor

ATTEST:

Linda M. Silvestri,
Borough Clerk

WITNESS:

DATE:

GLORIA OH, ESQ.

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 3, 2016

Presented by Councilman Castelli

RESOLUTION NO. 104-2016

WHEREAS, there is a need in the Borough of Ridgefield for a Tax Appeal Attorney; and

WHEREAS, the Borough of Ridgefield previously published a Request for Qualifications for the position of Tax Appeal Attorney; and

WHEREAS, a duly constituted evaluation committee recommended that Rosemarie Tubito, Esq. be awarded the professional services contract to serve as the Tax Appeal Attorney for calendar year 2016; and

WHEREAS, Rosemarie Tubito, Esq. was previously appointed Tax Appeal Attorney to the Borough of Ridgefield for calendar year 2016; and

WHEREAS, the Borough now wishes to enter into a professional services agreement with Rosemarie Tubito, Esq. as required by law;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield as follows:

1. The Mayor and the Borough Clerk be and hereby are authorized and directed to execute the attached Professional Services Agreement with Rosemarie Tubito, Esq. as required by law.
2. This contract is awarded for the following reasons: There is a need for a Tax Appeal Attorney within the Borough of Ridgefield; the service to be rendered constitutes a professional service as defined by New Jersey law; the Borough did publish a request for qualifications to which the contract recipient responded; and the contract recipient was recommended by the Evaluation Committee of the Mayor and Council to be awarded the professional services agreement as Tax Appeal Attorney.
3. Compensation for this position shall be as set forth in Paragraph 3 of the Professional Services Agreement attached hereto.
4. The within contract has been awarded pursuant to a "fair and open process" pursuant to the provisions of *N.J.S.A. 19:44A-20.4*, et. seq.
5. A notice of this action shall be printed in *The Record*.

6. The award of this contract is subject to the certification of availability of funds by the Borough's Financial Officer.

7. A copy of this Resolution and a copy of the attached contract shall be made available for public inspection as required by law.

COUNCIL VOTE				
	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Acosta	X			
Penabad	X			
Shim	X			
Todd	X			
Vincentz	X			
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri
Borough Clerk

**CONTRACT FOR PROFESSIONAL SERVICES WITH
TAX APPEAL ATTORNEY**

THIS IS A CONTRACT for professional services made by and between the Borough of Ridgefield, County of Bergen, State of New Jersey, hereinafter called the "BOROUGH", and Rosemarie Tubito, Esq., having offices at 645 Westwood Avenue, River Vale, New Jersey, hereinafter called the "TAX APPEAL ATTORNEY".

WHEREAS, the Mayor and Council of the Borough of Ridgefield previously appointed Rosemarie Tubito, Esq. as Tax Appeal Attorney for calendar year 2016; and

WHEREAS, pursuant to law, the Mayor and Council have authorized the Mayor and Borough Clerk to enter into an agreement with the TAX APPEAL ATTORNEY for professional services as Tax Appeal Attorney without competitive bid; and

WHEREAS, it is desirable and appropriate that the parties enter into a formal contract to memorialize the rights, duties and obligations of the parties;

NOW, THEREFORE, IT IS AGREED by and between the parties, in consideration for the mutual promises and covenants contained herein, as follows:

1. **ENGAGEMENT:** The BOROUGH hereby engages the TAX APPEAL ATTORNEY to serve as Borough TAX APPEAL ATTORNEY for calendar year 2016, or until her/his successor qualifies. The TAX APPEAL ATTORNEY hereby accepts such engagement and agrees to provide the services required under this agreement.
2. **SCOPE OF SERVICES:** The TAX APPEAL ATTORNEY shall perform all appropriate legal services in connection with tax appeals that are filed or are pending in connection with appeals of assessments on properties within the BOROUGH including matters before the Bergen County Board of Taxation and matters filed in the Tax Court of New Jersey.
3. **PAYMENT FOR SERVICES:** The TAX APPEAL ATTORNEY shall be paid at an hourly rate of \$90.00 for all legal work in the field of labor relations as assigned to it by the Mayor and Council. The TAX APPEAL ATTORNEY shall submit periodic vouchers with detailed specifications of services performed.
4. **ENGAGING OTHERS:** Nothing in this agreement shall prohibit the BOROUGH from engaging other tax appeal attorneys for specific matters if in the opinion of the Mayor and Council such is necessary.
5. **FAIR AND OPEN PROCESS:** This contract is awarded pursuant to a fair and open process pursuant to the provisions of N.J.S.A. 19:44A-20.5, et. seq.

6. INCORPORATION OF CERTAIN PROVISIONS:

- A. The parties to this agreement agree to incorporate into same the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Department of the Treasury, pursuant to P.L. 1975, c.127, as amended and supplemented from time to time, and the TAX APPEAL ATTORNEY agrees to fully comply with the terms, provisions and obligations of said regulation, provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said regulations.
- B. The parties to this agreement agree to incorporate into same the mandatory language of section 5.3 of the Regulations promulgated by the Department of the Treasury pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the TAX APPEAL ATTORNEY agrees to comply fully with the terms, provisions and obligations of said regulation.

7. RIGHT TO RESCIND: The award of this contract is subject to the BOROUGH'S right to rescind same within thirty (30) days of its issuance should the Mayor and Council determine that the TAX APPEAL ATTORNEY'S services are not performed satisfactorily in accordance with this contract.

8. COUNTERPARTS: The parties agree that this contract may be signed in separate counterparts, the effect of which will be the same as if one original were signed by both parties.

IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year affixed next to their respective signatures.

DATE:

BOROUGH OF RIDGEFIELD

Anthony R. Suarez, Mayor

ATTEST:

Linda M. Silvestri,
Borough Clerk

ROSEMARIE TUBITO, ESQ.

WITNESS:

DATE:

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 3, 2016

Presented by Councilman Castelli

RESOLUTION NO. 105-2016

WHEREAS, there is a need in the Borough of Ridgefield for a Waste Water Monitoring Engineer; and

WHEREAS, the Borough of Ridgefield previously published a Request for Qualifications for the position of Waste Water Monitoring Engineer; and

WHEREAS, a duly constituted evaluation committee recommended that Jenne Associates, LLC be awarded the professional services contract to serve as the Waste Water Monitoring Engineer for calendar year 2016; and

WHEREAS, Jenne Associates, LLC was previously appointed Waste Water Monitoring Engineer to the Borough of Ridgefield for calendar year 2016; and

WHEREAS, the Borough now wishes to enter into a professional services agreement with Jenne Associates, LLC as required by law;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield as follows:

1. The Mayor and the Borough Clerk be and hereby are authorized and directed to execute the attached Professional Services Agreement with Jenne Associates, LLC as required by law.

2. This contract is awarded for the following reasons: There is a need for a Waste Water Monitoring Engineer within the Borough of Ridgefield; the service to be rendered constitutes a professional service as defined by New Jersey law; the Borough did publish a request for qualifications to which the contract recipient responded; and the contract recipient was recommended by the Evaluation Committee of the Mayor and Council to be awarded the professional services agreement as Waste Water Monitoring Engineer.

3. Compensation for this position shall be as set forth in Paragraph 3 of the Professional Services Agreement attached hereto.

4. The within contract has been awarded pursuant to a "fair and open process" pursuant to the provisions of *N.J.S.A. 19:44A-20.4*, et. seq.

5. A notice of this action shall be printed in *The Record*.

6. The award of this contract is subject to the certification of availability of funds by the Borough's Financial Officer.

7. A copy of this Resolution and a copy of the attached contract shall be made available for public inspection as required by law.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Acosta	X			
Penabad	X			
Shim	X			
Todd	X			
Vincentz	X			
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri
Borough Clerk

**CONTRACT FOR PROFESSIONAL SERVICES WITH
WASTE WATER MONITORING ENGINEER**

THIS IS A CONTRACT for professional services made by and between the Borough of Ridgefield, County of Bergen, State of New Jersey, hereinafter called the "BOROUGH", and Jenne Associates, LLC, 1362 Crim Road, Bridgewater, New Jersey, hereinafter called the "WASTE WATER MONITORING ENGINEER".

WHEREAS, the Mayor and Council of the Borough of Ridgefield previously appointed Jenne Associates, LLC as Waste Water Monitoring Engineer for calendar year 2016; and

WHEREAS, pursuant to law, the Mayor and Council have authorized the Mayor and Borough Clerk to enter into an agreement with the WASTE WATER MONITORING ENGINEER for professional services as Waste Water Monitoring Engineer without competitive bid; and

WHEREAS, it is desirable and appropriate that the parties enter into a formal contract to memorialize the rights, duties and obligations of the parties;

NOW, THEREFORE, IT IS AGREED by and between the parties, in consideration for the mutual promises and covenants contained herein, as follows:

1. **ENGAGEMENT:** The BOROUGH hereby engages the WASTE WATER MONITORING ENGINEER to serve as WASTE WATER MONITORING ENGINEER for calendar year 2016, or until her/his successor qualifies. The WASTE WATER MONITORING ENGINEER hereby accepts such engagement and agrees to provide the services required under this agreement.
2. **SCOPE OF SERVICES:** The WASTE WATER MONITORING ENGINEER shall perform all appropriate engineering services for the BOROUGH in two categories:
 - (A) as those services relate to the monitoring of Tier Two sewer users under Chapter 333, Article IV of the Code of the Borough of Ridgefield entitled "Tier II User Charge Program", and related ordinances. The services to be performed include sampling of waste water flow from designated sampling sites at two monitoring locations within the Borough. The work effort for each location consists of the setup of the sampling, which is a composite sample taken over a 24 hour period, and a return to the site the following day to retrieve the sample and delivery of the samples for laboratory analysis. In addition, services will also include the taking of flow meter data at the two locations. The results of the laboratory analyses and the flow meter data are to be used to prepare billing to the Tier Two users based on sewer rates from the Bergen County Utilities Authority (BCUA). The bills will be in substantially the same form as attached hereto and will require the data and computations set forth therein. The amount paid to the engineer will include the fee to the engineer, laboratory fees, etc. so the Borough will make a single payment to the engineer in charge without any additions

thereto. The services to be rendered shall be coordinated with the Borough's Sewer Collection System Operator.

(B) as those services relate to rendering quarterly bills to the Borough of Palisades Park in connection with a certain shared sanitary sewer facility including receiving and analyzing data from the monitoring company, and then using that data to prepare bills to the Borough of Palisades Park based on sewer rates from the Bergen County Utilities Authority (BCUA). The bills will be in substantially the same form as attached hereto and will require the data and computations set forth therein. The services to be rendered shall be coordinated with the Borough's Sewer Collection System Operator.

3. **PAYMENT FOR SERVICES:** The WASTE WATER MONITORING ENGINEER will be compensated for the above categories of work as follows:
 - (A) a monthly flat fee of \$2,800 which fee includes the fee to the engineer, laboratory fees, etc. so the Borough will make a single payment to the engineer in charge without any additions thereto; and
 - (B) a monthly flat fee of \$200.
4. **ENGAGING OTHERS:** Nothing in this agreement shall prohibit the BOROUGH from engaging other engineers for specific matters if in the opinion of the Mayor and Council such is necessary.
5. **FAIR AND OPEN PROCESS:** This contract is awarded pursuant to a fair and open process pursuant to the provisions of N.J.S.A. 19:44A-20.5, et. seq.
6. **INCORPORATION OF CERTAIN PROVISIONS:**
 - A. The parties to this agreement agree to incorporate into same the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Department of the Treasury, pursuant to P.L. 1975, c.127, as amended and supplemented from time to time, and the WASTE WATER MONITORING ENGINEER agrees to fully comply with the terms, provisions and obligations of said regulation, provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said regulations.
 - B. The parties to this agreement agree to incorporate into same the mandatory language of section 5.3 of the Regulations promulgated by the Department of the Treasury pursuant to P.L. 1975, c.127 as amended and supplemented from time to time and the WASTE WATER MONITORING ENGINEER agrees to comply fully with the terms, provisions and obligations of said regulation.

7. RIGHT TO RESCIND: The award of this contract is subject to the BOROUGH'S right to rescind same within thirty (30) days of its issuance should the Mayor and Council determine that the WASTE WATER MONITORING ENGINEER'S services are not performed satisfactorily in accordance with this contract.
8. COUNTERPARTS: The parties agree that this contract may be signed in separate counterparts, the effect of which will be the same as if one original were signed by both parties.

IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year affixed next to their respective signatures.

DATE:

BOROUGH OF RIDGEFIELD

Anthony R. Suarez, Mayor

ATTEST:

Linda M. Silvestri, Borough Clerk

JENNE ASSOCIATES, LLC

WITNESS:

DATE:

By:_____
Carl Jenne

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 3, 2016

Presented by Councilman Castelli

RESOLUTION NO. 106-2016

WHEREAS, there is a need in the Borough of Ridgefield for a Bond Counsel; and

WHEREAS, the Borough of Ridgefield previously published a Request for Qualifications for the position of Bond Counsel; and

WHEREAS, a duly constituted evaluation committee recommended that Archer & Greiner, P.C. be awarded the professional services contract to serve as the Bond Counsel for calendar year 2016; and

WHEREAS, Archer & Greiner, P.C. was previously appointed Bond Counsel to the Borough of Ridgefield for calendar year 2016; and

WHEREAS, the Borough now wishes to enter into a professional services agreement with Archer & Greiner, P.C. as required by law;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield as follows:

1. The Mayor and the Borough Clerk be and hereby are authorized and directed to execute the attached Professional Services Agreement with Archer & Greiner, P.C. as required by law.
2. This contract is awarded for the following reasons: There is a need for a Bond Counsel within the Borough of Ridgefield; the service to be rendered constitutes a professional service as defined by New Jersey law; the Borough did publish a request for qualifications to which the contract recipient responded; and the contract recipient was recommended by the Evaluation Committee of the Mayor and Council to be awarded the professional services agreement as Bond Counsel.
3. Compensation for this position shall be as set forth in Paragraph 3 of the Professional Services Agreement attached hereto.
4. The within contract has been awarded pursuant to a "fair and open process" pursuant to the provisions of *N.J.S.A. 19:44A-20.4*, et. seq.
5. A notice of this action shall be printed in *The Record*.

6. The award of this contract is subject to the certification of availability of funds by the Borough's Financial Officer.

7. A copy of this Resolution and a copy of the attached contract shall be made available for public inspection as required by law.

COUNCIL VOTE				
	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Acosta	X			
Penabad	X			
Shim	X			
Todd	X			
Vincentz	X			
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri
Borough Clerk

**CONTRACT FOR PROFESSIONAL SERVICES WITH
BOND COUNSEL**

THIS IS A CONTRACT for professional services made by and between the Borough of Ridgefield, County of Bergen, State of New Jersey, hereinafter called the "BOROUGH", and Archer & Greiner, P.C., having offices at 21 Main Street, Suite 353, Hackensack, New Jersey, hereinafter called the "BOND COUNSEL".

WHEREAS, the Mayor and Council of the Borough of Ridgefield previously appointed Archer & Greiner, P.C. as Bond Counsel for calendar year 2016; and

WHEREAS, pursuant to law, the Mayor and Council have authorized the Mayor and Borough Clerk to enter into an agreement with the BOND COUNSEL for professional services as Bond Counsel without competitive bid; and

WHEREAS, it is desirable and appropriate that the parties enter into a formal contract to memorialize the rights, duties and obligations of the parties;

NOW, THEREFORE, IT IS AGREED by and between the parties, in consideration for the mutual promises and covenants contained herein, as follows:

1. **ENGAGEMENT:** The BOROUGH hereby engages the BOND COUNSEL to serve as Borough BOND COUNSEL for calendar year 2016, or until her/his successor qualifies. The BOND COUNSEL hereby accepts such engagement and agrees to provide the services required under this agreement.
2. **SCOPE OF SERVICES:** The BOND COUNSEL shall perform all appropriate legal services in connection with the issuance of bonds and other financing activities by the BOROUGH, and as assigned to the BOND COUNSEL by the Mayor and Council.
3. **PAYMENT FOR SERVICES:** Payment for services rendered by BOND COUNSEL will be in accordance with the following schedule:
 - A. **Preparation or Review of Ordinances:** For services rendered in connection with the preparation or review of each ordinance and the compiling of a certified record of proceedings in connection therewith, a fee of \$475 for each single purpose ordinance and \$550 for each multiple purpose ordinance would be received by BOND COUNSEL, plus out-of-pocket disbursements. If the preparation of the ordinance involves consultations, meetings or discussions that are out of the ordinary, there will be an additional fee based on the time required to perform such services charged at the hourly rates set forth below.
 - B. **Traditional Note Issue:** With respect to work done in connection with any temporary financings of the BOROUGH involving a private placement and not involving preparation of an Official Statement, BOND COUNSEL will receive

\$1,000 for its approving opinion and 50 cents per \$1,000 of notes issued, plus out-of-pocket expenses.

C. Traditional Bond Issue: For work done and responsibilities assumed in connection with rendering the type of opinions anticipated in any permanent financings (which are competitively bid or negotiated), BOND COUNSEL will receive a base fee of \$3,500, plus \$1 per \$1,000 of bonds issued, plus out-of-pocket disbursements. If an Official Statement needs to be reviewed or prepared in connection with the financing, BOND COUNSEL'S fee for such services would be at an hourly rate.

D. Hourly Rate: In connection with the preparation of an Official Statement, the attention to litigation, special advice to be rendered regarding compliance with the investment restrictions under the arbitrage regulations, the review of other unusual tax questions, the attendance at meetings not related to a permanent or temporary financing, the application for investment of proceeds in Federal Treasury obligations, State and Local Government Series or questions referred to bond counsel which arise away from a specific financing, the fee for such additional or non-transactional services would be at an hourly (time charge) basis. This fee will be calculated by multiplying the number of hours expended by each attorney and paralegal by their respective billing rate in effect at the time the work is performed. Billing rates are based on the experience and expertise of the attorney involved and are reviewed and revised by the firm periodically. The present hourly rates of those attorneys and paralegals anticipated to work on BOROUGH matters are as follows:

Attorneys from \$195 to \$125 with BOND COUNSEL to supply the BOROUGH with a list of attorneys and their hourly rate based on experience as set forth above within fifteen (15) days of the execution of this contract.

Paralegal: \$95

E. Out-of-Pocket Expenses: In addition to all of the above-mentioned fees, the firm will include in its billing statement its out-of-pocket costs incurred in connection with the matter, including expenses of telephone, document reproduction, postage, air freight, faxes and overnight deliveries, and stenographic overtime, if required.

4. ENGAGING OTHERS: Nothing in this agreement shall prohibit the BOROUGH from engaging other bond counsel for specific matters if in the opinion of the Mayor and Council such is necessary.
5. FAIR AND OPEN PROCESS: This contract is awarded pursuant to a fair and open process pursuant to the provisions of N.J.S.A. 19:44A-20.5, et. seq.
6. INCORPORATION OF CERTAIN PROVISIONS:

- A. The parties to this agreement agree to incorporate into same the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Department of the Treasury, pursuant to P.L. 1975, c.127, as amended and supplemented from time to time, and the BOND COUNSEL agrees to fully comply with the terms, provisions and obligations of said regulation, provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said regulations.
- B. The parties to this agreement agree to incorporate into same the mandatory language of section 5.3 of the Regulations promulgated by the Department of the Treasury pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the BOND COUNSEL agrees to comply fully with the terms, provisions and obligations of said regulation.
7. RIGHT TO RESCIND: The award of this contract is subject to the BOROUGH'S right to rescind same within thirty (30) days of its issuance should the Mayor and Council determine that the BOND COUNSEL'S services are not performed satisfactorily in accordance with this contract.
8. COUNTERPARTS: The parties agree that this contract may be signed in separate counterparts, the effect of which will be the same as if one original were signed by both parties.

IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year affixed next to their respective signatures.

DATE:

BOROUGH OF RIDGEFIELD

Anthony R. Suarez, Mayor

ATTEST:

Linda M. Silvestri,
Borough Clerk

ARCHER & GREINER, P.C.

WITNESS:

DATE:

By:_____

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 3, 2016

Presented by Councilman Castelli

RESOLUTION NO. 108-2016

WHEREAS, Ray Ramirez was appointed on February 3, 2016 to the newly created position of Borough Administrator; and

WHEREAS, Ray Ramirez has, in fact, performed most of the functions of Borough Administrator, in anticipation of his appointment, since on or about January 6, 2016; and

WHEREAS, the Mayor and Council believe his work in this capacity, prior to his actual appointment, is laudable and has been to the significant benefit of the Borough of Ridgefield; and

WHEREAS, the Mayor and Council wishes to provide Ray Ramirez with a form of compensation commensurate with these efforts;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that the Mayor and Council hereby determines that Ray Ramirez be paid a stipend, in addition to his actual compensation, equal in amount to his salary as Borough Administrator prorated however for the period of January 6, 2016 to February 2, 2016.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Acosta	X			
Penabad	X			
Shim	X			
Todd	X			
Vincentz	X			
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri
Borough Clerk

The undersigned, being the Chief Financial Officer of the Borough of Ridgefield, County of Bergen, New Jersey, and the person charged with the responsibility of maintaining financial records of said Borough in accordance with N.J.S.A. 40:4-57 and the rules of the Local Finance Board of the State of New Jersey adopted thereunder, does hereby certify that there are adequate funds available for the payment of the attached list of invoices, duly adopted by said Borough, and which said list indicates the specific line item of said budget to which expenditures shall be charged.

Matthew J. Rutch,
Chief Financial Officer

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 3, 2016

Presented by Councilman Penabad

RESOLUTION NO. 109-2016

BE IT RESOLVED, that warrants totaling **\$3,447,989.34**
be drawn on the following accounts:

CURRENT	\$3,392,536.48
TRUST	\$13,115.41
CAPITAL	\$26,286.39
UNEMPLOYMENT FUND	\$16,051.06
TOTAL	\$3,447,989.34

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli	X		91569	
Acosta	X			
Penabad	X			
Shim	X			
Todd	X			
Vincentz	X			
Mayor Suarez				

Approved:

Attest:

Russell Castelli, Council President

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 3, 2016

Presented by Mayor Suarez

RESOLUTION NO. 110-2016

BE IT RESOLVED, that the Mayor and Council appoints:

PASTOR ARLENE ROMAINE
of
English Neighborhood Reform Church

as Chaplain of the Ridgefield Volunteer Ambulance Corps for the calendar year 2016

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Acosta	X			
Penabad	X			
Shim	X			
Todd	X			
Vincentz	X			
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk